

02-1090-CD
GENERAL DYNAMICS GOVERNMENT -vs- DEVON MOBILE COMMUNICATIONS,
SYSTEMS CORP. L.P.

JACOBY DONNER, P.C.

By: B. Christopher Lee, Esquire
Identification No. 24419
1515 Market Street, Suite 2000
Philadelphia, PA 19102
(215) 563-2400

Attorneys for Plaintiff
General Dynamics
Government Systems Corp.

**GENERAL DYNAMICS GOVERNMENT
SYSTEMS CORP.,**

a Delaware Corporation
77 "A" Street
Needham, MA 02494

Plaintiff,

v.

DEVON MOBILE COMMUNICATIONS, L.P.,

a Delaware Limited Partnership
c/o Corporation Service Company
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

Defendant.

CLEARFIELD COUNTY
COURT OF COMMON
PLEAS

MECHANICS' LIEN

NO. 02-1090-CO

FILED

JUL 17 2002
11:02 AM
William A. Shaw
Prothonotary
100 atty.

MECHANICS' LIEN CLAIM

Claimant, General Dynamics Government Systems Corporation ("General Dynamics"), a Delaware Corporation, through its undersigned counsel, Jacoby Donner, P.C., hereby files this Mechanics' Lien Claim against Devon Mobile Communications L.P. ("Devon Mobile"), a Delaware limited partnership, the Owner or Reputed Owner, Beneficial Owner, Beneficial Owner or Reputed Beneficial Owner, Landlord or Reputed Landlord, and/or Tenant or Reputed Tenant, as its interests may appear (hereinafter collectively referred to as "Owner"), and against the premises herein described and the Owner's interest therein, any buildings erected thereupon, and the curtilage appurtenant thereto (the "Property"), for the payment of a debt in the principal amount of \$85,113.09 due to General Dynamics

on the erection, construction, alteration and repair of a construction project known as DUB 001A and described in more detail below, which work was performed and located on the Property. The following is a statement of the claim of General Dynamics:

1. **Claimant:** The name of the Claimant is General Dynamics Government Systems Corporation, a Delaware corporation with a principal place of business at 77 A Street, Needham, Massachusetts 02494. General Dynamics files this claim as a contractor.

2. **Owner:** The name and address of the Owner is as follows:

Devon Mobile Communications, L.P.
c/o Corporation Service Company
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

Owner is the owner of a leasehold interest in the Property pursuant to a Site License Acknowledgment ("License") dated March 30, 2001, with Crown Communications, Inc. ("Crown"). Crown is the holder of a leasehold interest in the Property pursuant to a Master Tower Lease Agreement ("Master Tower Lease") dated December 29, 1995, with Cellco Partnership, d/b/a Bell Atlantic NYNEX Mobile, SMSA, L.P. and PA RSA ("BANM"). BANM is the holder of a leasehold interest in the Property pursuant to a Land Lease Agreement dated March 1, 1994, with the fee simple owners of the Property, Stanley E. Sones and Donna M. Sones, husband and wife. Copies of the License, the Master Lease and Land Lease Agreement, and supporting documents are attached hereto collectively as Exhibit "A".

3. **Date of Completion:** General Dynamics completed its work on the

Property on April 12, 2002, which is less than four months prior to the date of this filing. A copy of the Notification of Site Readiness is attached hereto as Exhibit "B".

4. **Contract:** General Dynamics entered into a Master Services Agreement with Owner dated October 11, 2000, whereby General Dynamics agreed to construct telecommunication network towers and related buildings/facilities in designated areas throughout the country. A copy of the Master Services Agreement is attached hereto as Exhibit "C". With respect to the Property involved herein, Owner contracted General Dynamics pursuant to a Work Project Request dated October 11, 2000 and subsequently amended on December 7, 2001, which described the work to be performed under the Master Services Agreement. A copy of the Work Project Request and amendment thereto are attached hereto as Exhibit "D".

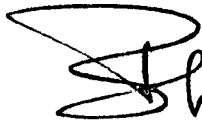
5. At all times during the course of performing General Dynamics' work on the Project, the Owner knew, authorized, requested and intended that the Property be improved with the labor and materials furnished by General Dynamics, and that the construction, erection, alterations and repairs furnished by General Dynamics was for the immediate use and benefit of the Owner, and at all times the Owner assured payment to General Dynamics.

6. **Amount Due:** General Dynamics has completed the performance of its scope of work on the Property and there remains an unpaid balance of \$85,113.09. To the extent applicable, General Dynamics also asserts its claims for attorneys' fees, interest and penalties under and pursuant to Act 7 of 1994, commonly referred to as the Contractor and Subcontractor Payment Act, 73 P.S. §501 et seq. A true and correct copy of General Dynamics' invoice is attached hereto and incorporated herein by reference as Exhibit "E".

7. **Description of the Property Subject to the Lien:** The Property subjected to the Mechanics' Lien herein is described on the attached Exhibit "A".

8. General Dynamics claims this lien against the fee simple interests, leasehold interests and/or possessory interests of the Owner, as any such interests may appear.

WHEREFORE, General Dynamics Government Systems Corp. claims a lien upon the premises herein described in the amount of \$85,113.09, plus interest, penalties and attorneys' fees to the extent that General Dynamics may be entitled to any such additional sums against the Owner as defined herein, the Project and the Property.




B. Christopher Lee
For JACOBY DONNER, P.C.
1515 Market Street
Suite 2000
Philadelphia, PA 19102
(215) 563-2400

Dated: 7.16.02

Attorney for Claimant,
General Dynamics Government
Systems Corp.

VERIFICATION

I, Louis Tarmy, Contracts Manager for General Dynamics Government Systems Corp., verify that the facts set forth in the foregoing document are based upon facts of which I have personal knowledge; that the language of the document is that of counsel and now my own; that the facts set forth in the foregoing document are true and correct to the best of my knowledge or information and belief; and that I am authorized to execute this Verification on behalf of General Dynamics Government Systems Corp. I understand that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. §4904 relating to unsworn falsifications to authorities.



Louis Tarmy, Manager-Contracts
General Dynamics Government
Systems Corp.

EXHIBIT “A”

Subsidiary

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made and entered into as of this 30th day of March, 2001, by and between Devon Mobile Communications, L.P., a Delaware limited partnership, ("Licensee") and Crown Communication Inc., a Delaware corporation, ("Licensor"), pursuant and subject to that certain Master License Agreement (the "Agreement"), by and between the parties hereto, dated as of _____, 2001. All capitalized terms have the meanings ascribed to them in the Agreement. Licensor's federal identification number is 23-2917649; and Licensee's federal identification number is 25-1769422.

1. The Site shall consist of a portion of that certain parcel of property, located in the Township of Morris, the County of Clearfield, and the Commonwealth of Pennsylvania, more particularly describe in the legal description attached hereto as Exhibit "1" (the "Site"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an existing twenty (20') foot wide right of way extending from the nearest public right of way, commonly known as Allport Bigler Road, to the Site, said Site and right-of-way for access being substantially as described herein in Exhibit "2".

2. Licensor licenses Licensee to install, operate and maintain the following communications equipment ("Equipment") as set forth below, subject to the approved Site Engineering Application attached hereto as Exhibit "3" at the Site as set forth below (the "Site"). Such license is subject to the Special Conditions, Site Rules and Regulations, and Access and Security Procedures for Users set forth in the Agreement and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications identified below and in Exhibits "3" and "4".

Manufacturer and type-number:	CSS; MP17-65
Number of antenna(s):	Six (6)
Weight and dimension of antenna(s) (L x W x D):	18 lbs. 51"H x 6.7" W x 1.7"D
Transmission line manufacturer & type number for each antenna:	Andrews LDF7

Prepared by: SHillgrove
Prepared on: 3-29-01

FILE COPY

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

Diameter & length of transmission line:	1 5/8"; 175'
Location of antenna(s) as described in Exhibit "3":	Kylertown 805644
Height of antenna(s) on tower structure as described in Exhibit "3":	105'
Direction of radiation:	2 @ 300° 2 @ 80° 2 @ 300°
AC usage:	120/240V single phase 200amp
Equipment building/floor space dimensions as described in Exhibit "4":	10' x 15' Pad
Frequencies/Maximum Power Output per antenna:	Tx: C-Block 1976.250- 1988.750 F-Block 1971-250- 1973.750 Rx: 1896.250-1908.750 1896.250-1893.750 Output: 16 Watts
Number of batteries to be located on site:	N/A
Amount of acid (weight) per battery:	N/A
Size in gallons of each diesel storage tank placed on site:	N/A

3. The Equipment shall be contained within the Facilities, located on the tower as described in Exhibit "3" and on the Site Plan (or within an existing building) as described in Exhibit "4".

4. The first (1st) Basic Monthly Payment due and payable by Licensee to Licensor shall be one thousand six hundred dollars (\$ 1,600.00), payable in accordance with the Agreement. Any increase in the Basic Monthly Payment shall be calculated in accordance with the Agreement.

5. Licensee acknowledges that Licensor's rights in the Facilities derive from a certain Land Lease Agreement dated March 1, 1994, between Stanley E. Sones and Donna M. Sones, husband and wife, and Bell Atlantic Mobile Systems, Inc., a corporation of the State of Delaware and further conveyed to Crown Atlantic Company LLC, a Delaware limited liability company via a Memorandum of Assignment dated March 31, 1999. Whereas, Crown Atlantic LLC and Crown entered into that certain Master Tower Lease Agreement dated December 29, 1995, as amended on March 31, 1999, under which Crown Atlantic LLC leases to Crown and is hereinafter referred to as the "Prime Lease", a copy of which is attached hereto as Exhibit "5". Licensee further

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

acknowledges that Licensor's rights in the Facilities and the Site are also subject to agreements and permits, the terms of which Licensee has knowledge:

- a. additional agreements: N/A
- b. regulatory requirements: N/A

6. FCC Licensee Name: Devon Mobile Communications, L.P.
Address: 275 Oak Street
Buffalo, N.Y. 14203
FCC License No.: PBC117C
Service Area: Dubois
Licensed Frequency(s): 1900.

Licensee Site Name:
Licensee Site Number:

Licensors Site Name: Kylertown
JDE Business Unit: 805644

7. Additional Provisions. Licensee will be obligated to include with each monthly (or annual) payment the following site identifier: Site name: Kylertown & BU# 805644

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Devon Mobile Communications, L.P.,
a Delaware limited partnership

By: Thomas A. Benzee
Print Name: THOMAS A. BENZEE
Title: DIRECTOR - BUSINESS OPS

Execution Date: 3/30/01

Crown Communication Inc.,
a Delaware corporation

By: David J. Tanczos
Print Name: David J. Tanczos
Title: Vice President/General Manager
Ohio River Valley Region

Execution Date: 3-29-01

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

SLA EXHIBIT "1"

PROPERTY LEGAL DESCRIPTION

See Attached

outsale

DOB 1400-195
d 5/24/91
A 5/30/91
R 5/30/91
C \$1.00

PS-270-Wormsley Deed, Short Form, Act of 1980. Civil Clauses Added.
Harris Hall, Inc., Indiana, Pa.

VOL 1400 PAGE 195

This Deed,

MADE THE twenty-fourth day of May in the year
of our Lord one thousand nine hundred ninety-one

BETWEEN STANLEY E. SONES and DONNA M. SONES, his wife, both of R.D., Morris-
dale, Township of Morris, County of Clearfield and State of Pennsylvania, parties
of the first part and hereinafter called

and GREGG J. HUDISH and DEBORAH L. HUDISH, his wife, both of R.D. #1, Box 452,
Morrisdale, Township of Morris, County of Clearfield and State of Pennsylvania,
parties of the second part and hereinafter called

This conveyance is from parents to daughter and son-in-law
WITNESSETH, that in consideration of One (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor a do hereby grant
and convey to the said grantees,

ALL that certain piece or parcel of land situated in the Township of Morris,
County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike located on the West side of State Route #1009.
Said point is sixteen and five tenths feet (16.5) from centerline of said
Road. Said point is North fifteen degrees, six minutes, five seconds East
(N 15° 06' 05" E), seventy feet (70.0) from the intersection of State Route
#2030 and State Route #1009; thence along other lands of Grantors, North
seventy-four degrees, fifty-three minutes, fifty-five seconds West (N 74°
53' 55" W); three hundred eleven and fifteen hundredths feet (311.15) to an
iron pipe; thence still along other lands of Grantors, North fifteen degrees
six minutes, five seconds East (N 15° 06' 05" E), one hundred forty feet
(140.0) to an iron pipe; thence still along other lands of Grantors, South
seventy-four degrees, fifty-three minutes, fifty-five seconds East (S 74°
53' 55" E), three hundred eleven and fifteen hundredths feet (311.15) to
an iron pin with metal plate located on the West right-of-way line of State
Route #1009; thence along said right-of-way line, South fifteen degrees,
six minutes, five seconds West (S 15° 06' 05" W), one hundred forty feet
(140.0) to a railroad spike and place of beginning.

CONTAINING 1.0 acre and being part of the same premises that were convey-
ed to Stanley E. and Donna M. Sones and recorded in Clearfield in deed book
552, page 476.

EXCEPTING AND RESERVING all exceptions and reservations as contained in
prior deeds.

Exhibit "1"

7

AND the said grantor hereby covenant and agree that

will warrant the property hereby conveyed. This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land, and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Stanley E. Jones
Rosanna M. Jones



State of *Pa*
County of *Clearfield*
On this, the *30th* day of *May*, 19*91*, before me, the undersigned officer, personally appeared *Stanley E. Jones and Rosanna M. Jones* known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Martha J. Quinn

Notary Seal
Martha J. Quinn, Notary Public
Clearfield County
My Commission Expires May 31, 1993
Member, Pennsylvania Association of Notaries



do hereby certify that the precise residence and complete post office address
of the within named grantee is R.D. Box 450, Morrisdale Pa. 16858
May 30, 1991

Malcolm J. Quink
Notary
Attorney for _____

No Tax

Deed

STANLEY E. SONES AND DONNA M.
SONES, his wife, Grantors

AND

GREGG J. HUDISH AND DEBORAH L.
HUDISH, his wife, Grantees

WARRANTY

CLAYFIELD COUNTY
CLERK OF RECORD
FILED 1:26 pm 5/31/91
BY Michael R. Lytle
Recorder

COMMONWEALTH OF PENNSYLVANIA
County of CLAYFIELD

RECORDED on this 31 day of _____

A. D. 1991, in the Recorder's Office of said County, in _____

Vol. 1410, Page 195

My Commission Expires Given under my hand and the seal of the said office, the date above written.
First Monday in January, 1992
Michael R. Lytle Recorder.

Entered of Record 5/31 1991 Lytle Michael R. Lytle, Recorder

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

SLA EXHIBIT "2"

SITE AND ACCESS RIGHT-OF-WAY LEGAL DESCRIPTION

See Attached

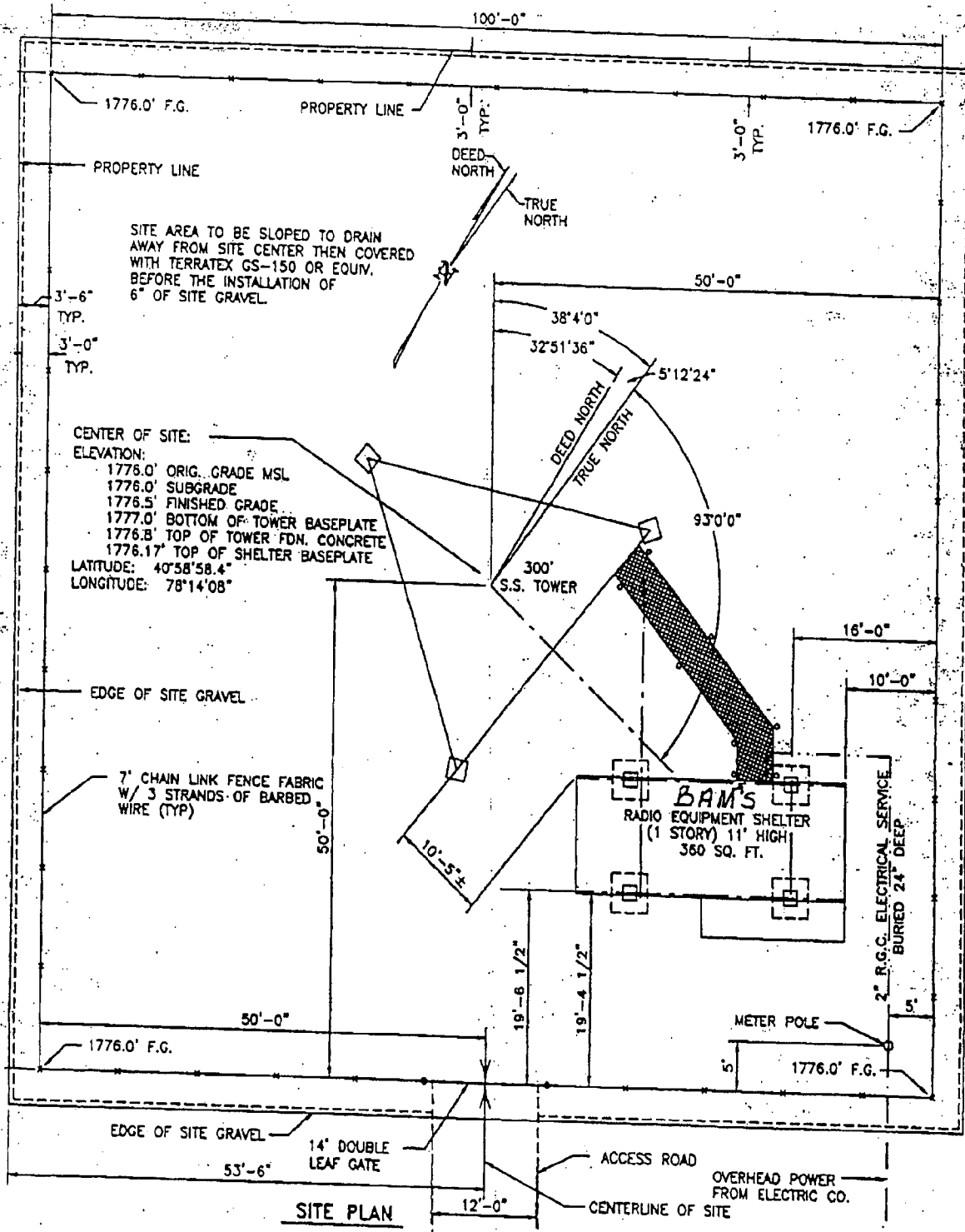
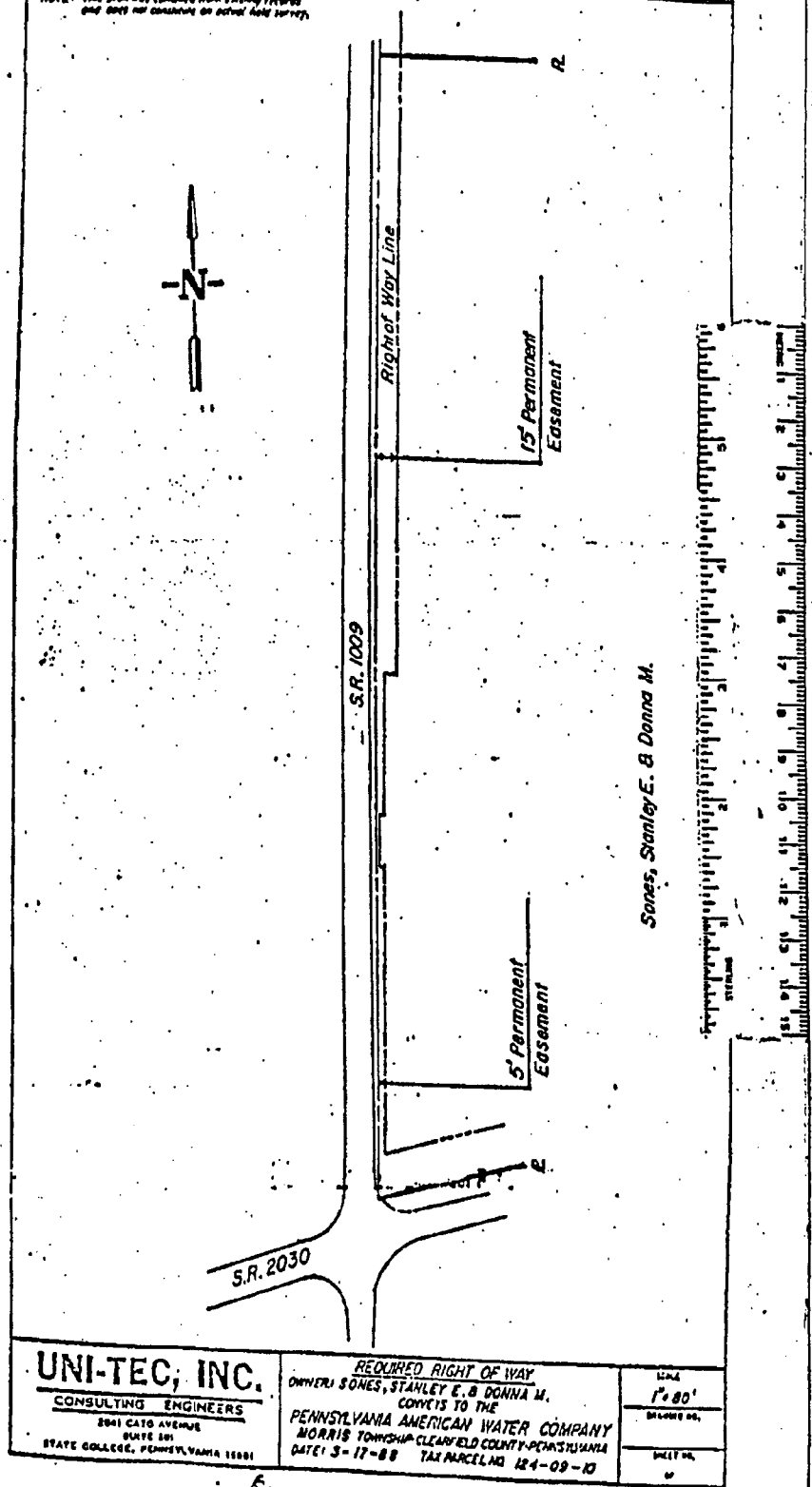


EXHIBIT 2

JEF H
Kylertown

NOTE: This plan was compiled from existing records and does not constitute an actual field survey.



UNI-TEC, INC.

CONSULTING ENGINEERS

2841 CATO AVENUE
SUITE 201
STATE COLLEGE, PENNSYLVANIA 16801

REQUIRED RIGHT OF WAY
OWNER: SONES, STANLEY E. & DONNA M.
CONVEYS TO THE

PENNSYLVANIA AMERICAN WATER COMPANY
MORRIS TOWNSHIP CLEARFIELD COUNTY PENNSYLVANIA
DATE: 3-17-88 TAX PARCEL NO. 124-09-10

SCALE

1" = 80'

DATE: 08

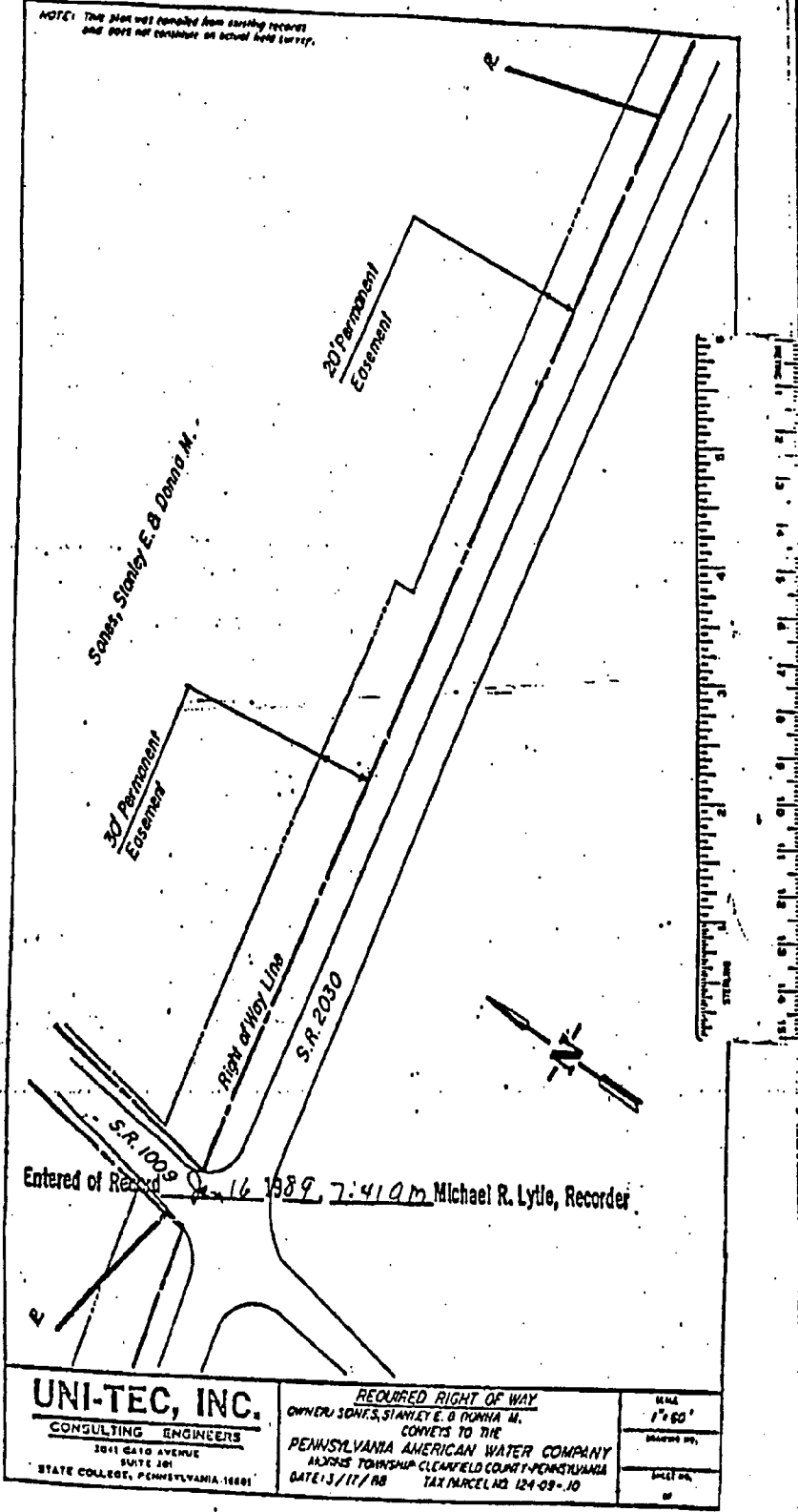
SHEET NO.

OF

Entered of Record Jan 16 1989, 7:46 am, el 2. Lytle, Recorder

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NOTE: This plot was compiled from existing records and does not constitute an actual field survey.



Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

EXHIBIT "3"

APPROVED SITE ENGINEERING APPLICATION
LOCATION OF ANTENNA(S)

(insert approved Site Engineering Application, receipt for Application
payment and location of antenna(s) on the tower structure here)

ORIGINAL

Crown Castle International Engineering Sheet

Customer	Devon Mobile Comm DuB 001
Busi. Unit #	805644
Site	JEF H
Street	Allport Bigler Rd
City	Morrisdale
State	PA
Zip	16858
Latitude	40° 58' 58"
Longitude	78° 14' 9"

Projected Installation Date:	1/1/01
Date of Application:	11/19/00
Revision:	
Date Last Revised On:	

Crown Use Only:	Rupertown
JDE Job Number	4567-1040
Customer #:	
Crown Regional P.O.C. Name:	Rachelle Steffes
Phone:	724.415.2535

Antenna Information Center TRUE Mech.

	Antenna ID	Use Code	Ant. Type	Antenna Model	Level (Ft)	Orient.	Azimuth (°)	Down Tilt (°)	Tower Mnt Amp		Feedline Type	Feedline Lgth (Ft)	Feedline Connector	Color Code	No. of Feedlines
									Y/N	Gain (dB)					
1	Alpha 1	Duplex	Panel	MP17-65	105	MidMount	300	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	R	1
2	Alpha 2	Duplex	Panel	MP17-65	105	MidMount	300	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	G	1
3	Beta 1	Duplex	Panel	MP17-65	105	MidMount	80	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	RR	1
4	Beta 2	Duplex	Panel	MP17-65	105	MidMount	80	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	GG	1
5	Gamma 1	Duplex	Panel	MP17-65	105	MidMount	300	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	RRR	1
6	Gamma 2	Duplex	Panel	MP17-65	105	MidMount	300	0	Yes	17.4 dbi	1 5/8	175	7/16 DIN	GGG	1
7															
8															
9															
10															
11															
12															

Antenna Specifications:

	Ant. Model	Manufac.	Connector Type	Dimensions (Inches)			Ant. Wgt (LB)	Exp Area(Ft ²)	Mount Wgt (LB)	Technology (Required Data)
				Height	Width/φ	Depth				
1	MP17-65	CSS	7/16 DIN	51	6.7	1.7	18			
2										
3										
4										

Feedline Mfg:	Andrews	Part Number:	LDF7-50A	Type:	1 5/8"
Feedline Mfg:		Part Number:		Type:	

Exhibit "3"

Lightning Suppressor

	Manufacturer	Model
1		
2		

Base Station Equipment

Equipment Manufacturer:	LUCENT
Model Number:	MOD CELL
Power Output (Watts):	16
Equipment Conn. Type(s)	

Frequencies (Mhz):	Transmit	Receive
All Frequencies Must Be Actual Operating Frequencies. Crown Must Be Notified If They Are Modified.	C-Block 1976.250 - 1988.750	1896.250 - 1908.750
	F-Block 1971.250 - 1973.750	1891.250 - 1893.750

Transmitter Intermod Protection:

Bandpass Filter Mfg:	
Bandpass Filter Model #:	
Bandpass Filter Range:	
Duplexor Manufacturer:	
Duplexor Model Number:	
Duplexor TX/RX Isolation:	

Land/Building/Power Requirements:

Building/Shelter Size:	
Building/Shelter Type:	
Required AC Power:	120/240V single phase 200amp
House/Metered Power:	
Floor Space Assigned/Req.	
Pad Requirement:	10 X 15

Comments/Special Instructions:

From a review of the current tower loading (as shown on the attached tower drawing) and tower manufacturer's design loading, it appears that this request will not compromise the design capacity using standard commercial practices. This is NOT based on any structural analysis. Any changes to the tower that are not reflected in our drawings may require a structural analysis.

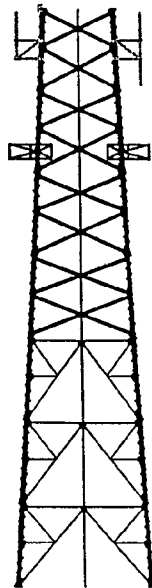
The undersigned has reviewed the application submitted and in conducting that review utilized the following:

☒ Crown Source Documents

☐ SSI Source Documents

	RF Review	Structural Review	Coordinator	Date
DisApproved				
SSI Consultant's Approval:			DW	1/23/01
Regional Manager's Approval:				
Proj. Mgr's permission to proceed with SOW				

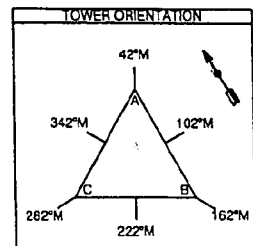
140 FT AGL - OBSTRUCTION LIGHT



130 FT AGL - THREE (3) OMNI ANTENNA BAY ON SIDE ARMS W/LDF-7 LEGS 'A' & 'B'

105 FT AGL DEVON MOBILE COMM LEVEL (PROPOSED 11/19/00)
REF. Dwg. 805233-105-dmc.dwg

NOTE: EXISTING TOWER IS 140' HIGH. THERE IS AN ADDITIONAL 150' OF TOWER ON THE GROUND. THERE IS AN AIRPORT LOCATED NEAR WHICH COULD BE THE PROBLEM THAT THE REMAINING 150' OF TOWER HAS NOT BEEN ERECTED. AS PER TELEPHONE CONVERSATION WITH JOE SCIELI-CROWN COMM. INC. DATED 07/20/99.



TOWER INFORMATION
ROHN TOWER (SSVMM)
288 FT SELF SUPPORT
32'-10" BASE WIDTH
2'-8" TOP WIDTH

TOWER LOCATION
COORDINATES:
LAT 40° 58' 58" N
LONG 78° 14' 07" W
GROUND ELEV 1777 FT AMSL

TOWER LEG INFORMATION				
SPAN	HEIGHT	TYPE	LEN	LEGS
268'	208'	KD(5X)	20'	2-7/8"
260'	268'	KD(2X)	8'	3-1/2"
240'	260'	KD(3X)	20'	4-1/2"
220'	240'	KD(4X)	20'	5-1/2"
200'	220'	KD(3X)	20'	5-1/2"
160'	200'	KD(3X)	20'	8-5/8"
80'	160'	KD(2X)	20'	8-3/4"
60'	80'	KD(2X)	20'	10-3/4"
0'	60'	KD(1X)	20'	10-3/4"

OLD BU NUMBER: 805644

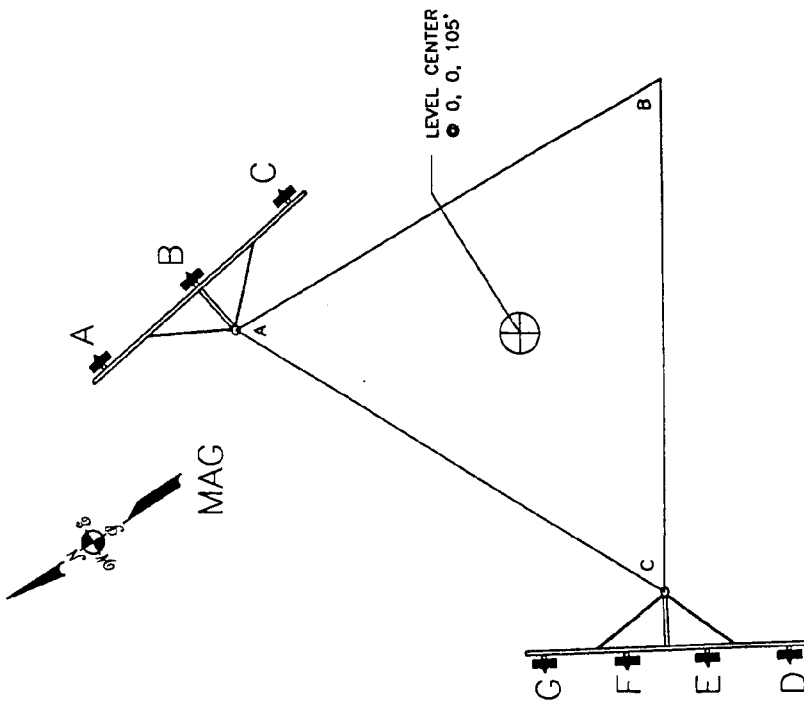
FILE NAME:	mb022pa-twr.dwg
DRAWING NAME:	MBAM 022 PA-KYLERTOWN TOWER ELEVATION
AS BUILT BY:	
#346 06/17/99	
BY:	JEH
NO. JEH	
REVISION:	3
DATE:	12/1/00



APPROVED FOR CONSTRUCTION

Civil Director
Network Director

SCALE: 1" = 30'
DRAWING DATE: 08/29/99
BU NUMBER: 805233
CHECKED BY: PAV
PREPARED BY: MORRISDALE PA
CLEARED TO: MBAM 022 PA
KYLERTOWN



BUSINESS UNIT: 806233 TOWER ID: A LEVEL ID: 105

MNT TX/ POS RX	OMER	ANT. MFG	ANTENNA MODEL	DOWN TILT	FEEDLINE AZ	COLOR CODE	BASE HEIGHT	STATUS/ D'	TWR MNTD AMPLIFIER
A MID DUP DEVON MOBILE	CSS	MP17-65	0°	80°	1-5/8"	RR	105'-0"	PROPOSED 11/19/00/00	
B MID DEVON MOBILE			0°	80°	1-5/8"		105'-0"	RESERVED	
C MID DUP DEVON MOBILE	CSS	MP17-65	0°	80°	1-5/8"	GG	105'-0"	PROPOSED 11/19/00/00	
D MID DUP DEVON MOBILE	CSS	MP17-65	0°	300°	1-5/8"	R	105'-0"	PROPOSED 11/19/00/00	
E MID DUP DEVON MOBILE	CSS	MP17-65	0°	300°	1-5/8"	G	105'-0"	PROPOSED 11/19/00/00	
F MID DUP DEVON MOBILE	CSS	MP17-65	0°	300°	1-5/8"	RRR	105'-0"	PROPOSED 11/19/00/00	
G MID DUP DEVON MOBILE	CSS	MP17-65	0°	300°	1-5/8"	GGG	105'-0"	PROPOSED 11/19/00/00	

JEF H	
MORRISDALE, PA	
CLEARFIELD CO.	
PREPARED BY:	
DJK	
CHECKED BY:	
DRAWING DATE:	
12/11/00	
BU NUMBER	
806233	
SCALE: N.T.S.	
APPROVED FOR CONSTRUCTION	
Civil Director	Network Director
FILE NAME: 806233-105-dmc.dwg	DRAWING NAME: 806233 JEF H
105 FT AGL DEVON MOBILE LEVEL	
AS BUILT:	DATE:
JV PARTNER:	NO:
REVISION:	

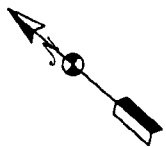
Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

EXHIBIT "4"

LOCATION OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER APPENDED INSTALLATION AT THE SITE

(insert equipment cabinet and generator (if any) location here)



NOTE: 150' OF STEEL REMAINS ON THE GROUND TO BE STACKED (TOWER NOT FINISHED).

MBAM 022 PA	
KYLERTOWN	
MORRISDALE, PA	
CLEARFIELD CO.	
PREPARED BY:	
CGS	
CHECKED BY:	
PRR	
DRAWING DATE:	
07/01/99	
BU NUMBER	
806233	
SCALE: 1"=20'	
APPROVED FOR CONSTRUCTION	
Civil Director	Network Director
	
FILE NAME:	mb022pa-plan.dwg
DRAWING NAME:	MBAM022PA - KYLERTOWN (SITE PLAN)
AS BUILT BY:	#346 06/17/99
JV PARTNER:	
NO:	
REVISION:	2
	DJK
	12/14/00

Licensee Site Name:
Licensee Site Number:

Licensor Site Name: Kylertown
JDE Business Unit: 805644

EXHIBIT "5"

PRIME LEASE AGREEMENT

(insert the underlying ground lease here)

12/28/95

MASTER TOWER LEASE AGREEMENT

This Agreement, made this ~~27TH~~ day of ~~DECEMBER~~ 1995, between Cellco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, Pittsburgh SMSA, L.P., and PA RSA 6 (II) referred to hereinafter by name or individually and collectively as "BANM" with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "BANM", and Robert A. Crown, d/b/a CROWN COMMUNICATIONS, with its principal mailing address of Penn Center West III, Building #3, Suite 229, Pittsburgh, PA 15276, hereinafter designated "CROWN".

WITNESSETH

WHEREAS, Cellco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, Pittsburgh SMSA, L.P., and PA RSA 6 (II) are related entities, each of which operates in different areas to which this Master Tower Lease Agreement may be applicable. They enter into this Master Tower Lease Agreement in order to indicate their agreement to the terms and conditions contained herein. It is the intention and understanding of BANM and CROWN that individual Lease Supplements, as that term is defined hereinafter, shall be entered into by only one of the following, Cellco Partnership, d/b/a Bell Atlantic NYNEX Mobile, Pittsburgh SMSA, L.P., and PA RSA 6 (II), as determined solely by the BANM.

WHEREAS, CROWN desires to lease space on certain towers owned by BANM; and

WHEREAS, BANM and CROWN are desirous of establishing terms and conditions which will apply to multiple sites which are to be leased by BANM to CROWN,

In consideration of the mutual covenants contained herein, as well as the mutual covenants contained in the companion "Master Tower Lease Agreement" in which BANM herein is the Lessee therein and CROWN herein is the Lessor therein, which is being executed contemporaneously with this Agreement, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. BANM hereby leases to CROWN that certain space on one or more of BANM's towers if space is available and the proposed installation is structurally and frequency compatible together with land for the installation of CROWN's equipment building(s) or equipment cabinet(s) or temporarily, space within BANM's equipment building for the installation of CROWN's equipment as specified on Exhibit "A" to the Supplement attached hereto and made a part hereof, and together with a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along a right of way over BANM's property from the nearest public right-of-way to the leased premises. Said space on BANM's tower, parcel of land for equipment building and right-of-way are collectively referred to hereinafter as the "Property". The specific location, description and size of the Property for each particular site will be described on one or more supplements to this Agreement which BANM and CROWN shall prepare upon CROWN's decision to occupy a particular property and pursuant to which the specific described property will be leased by BANM to CROWN, for the purposes described herein. The form of such supplement is attached hereto as Exhibit "A" to the Master. This Agreement and the supplements to it shall be applicable to the areas covered by the following Federal Communications Commission ("F.C.C.") Licenses: Pittsburgh, Pennsylvania MSA; Pennsylvania 2 - McKean; Pennsylvania 6.2 - Butler; Pennsylvania 7 - Jefferson; Pennsylvania 9 - Greene; Pennsylvania 11.2 - Huntington; West Virginia 1 - Mason; West Virginia 2 - Wetzel; and any new Pittsburgh Supersystem RSA covering portions of Western Pennsylvania, Ohio, West Virginia and Kentucky and more specifically restricted to those counties outlined in Exhibit "E" to the Master attached hereto and made a part hereof acquired by BANM after the date of this Agreement. CROWN shall indicate its interest in a particular

property by completing a site application, sample of which is attached hereto as Exhibit "C" to the Master. Upon submission of said application by CROWN to BANM, BANM shall within ten (10) business days of such communication provide CROWN with the latitudes and longitudes of the Property and all other information necessary to complete the supplement in each instance. The supplement shall become effective upon its execution by both BANM and CROWN. BANM shall have the right to refuse to enter into any supplements in the event that such supplement would negatively impact the business or network of BANM. The terms and conditions of this Agreement shall apply to each said supplement, whether executed simultaneously with this Agreement or subsequent to it.

In the event any public utility is unable to use the right-of-way described in the supplement, BANM hereby agrees to grant, if available, an additional right-of-way either to CROWN or to the public utility at no cost to CROWN.

All future tenants of BANM's tower will be obligated to comply with all interference requirements as outlined in Paragraph 9 herein.

CROWN will be responsible for supplying heating, air conditioning, air conditioning distribution, cable trays, utilities, utility meter or sub-meter and emergency power.

CROWN and BANM agree that CROWN shall have the right to replace the equipment described in the supplement with similar and comparable equipment.

2. The term of this Agreement shall be twenty-five (25) years after which term, the terms and conditions shall survive and govern any remaining supplements until their termination.

3. Each property leased by BANM to CROWN pursuant to an applicable supplement shall be leased with the commencement date as of the first (1st) day of the month in which CROWN is granted a building permit by the governmental agency charged with issuing such permits for the Property unless otherwise indicated in the supplement. In the event that a building permit is not required by the said governmental agency, then the commencement date of each applicable supplement shall be defined as the date of execution by both Parties of the applicable supplement. The initial term for each supplement shall be for five (5) years and shall be subject to extension as provided in this Agreement.

4. The term of each particular supplement shall automatically be extended for four (4) additional five (5) year terms unless CROWN terminates it at the end of the then current term by giving BANM written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Notwithstanding the foregoing, if BANM's rights in the Property are derived from a prime lease with a third party and such prime lease has a shorter term or extension terms than those provided for under this paragraph, then CROWN's right to extend any particular supplement shall only be for as long as BANM has the right to extend its interest in the same applicable property. CROWN shall have the right to terminate any supplement within ninety (90) days following written notice to BANM. Notwithstanding the extension provisions contained herein, there shall be no option to extend the term of any supplement following termination of this Agreement.

5. The annual rental shall be paid in equal monthly installments on the first (1st) day of each month, in advance, to Bell Atlantic NYNEX Mobile, P.O. Box 64498, Baltimore, Maryland 21264-4498 or to such other person, firm or place as BANM may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. CROWN will be obligated to include with each monthly payment, the equipment identifier, # of antennas and size of equipment space. The amount of the annual rental shall be that amount defined on Exhibit "F" to the Master attached hereto and made a part hereof.

7. BANM agrees CROWN shall have free access to BANM's tower at all times for the purpose of installing and maintaining CROWN's equipment, and BANM further agrees to give CROWN during temporary installation as may be outlined in a particular Lease Supplement, free ingress and egress to BANM's tower equipment building during the continuation of this Lease and any renewals thereof in circumstances in which CROWN's equipment is located within such tower equipment building. CROWN must notify BANM whenever CROWN, CROWN's tenants or subcontractors are entering the building, tower or generator room by calling during normal business hours (412) 496-6000 and during non-normal business hours 1-800-852-2671. CROWN shall be required to provide to BANM a detailed Intermodulation study with respect to the proposed installation prior to BANM granting approval of said installation. CROWN, at CROWN's sole expense, shall have the option of structurally upgrading or replacing BANM's communications facility to accommodate the additional tenants of CROWN, however, BANM reserves the right to approve any and all changes and shall retain ownership of the structure including any and all structural modifications and support structures except for CROWN's antennas and cables, throughout the terms of any supplement and this Agreement. At BANM's option, BANM may request CROWN to provide a certified structural analysis from the tower manufacturer for BANM's review, which review shall be completed within ten (10) days of receipt of said analysis, at which time BANM shall advise CROWN whether it approves or disapproves of any proposed improvement to the tower. In the event CROWN, its tenants or sub-contractors perform any work at BANM's communications facility, BANM will be guaranteed by CROWN that BANM will not experience any down time in BANM's operation and CROWN will indemnify and reimburse BANM for any and all claims of liability or losses, including but not limited to loss of revenues, by BANM or any third party resulting from any such down time in BANM's operation. BANM shall furnish CROWN with necessary keys for the purpose of ingress and egress to the said site and tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of CROWN or persons under their direct supervision will be permitted to enter said Property. CROWN will retain ownership of all buildings, equipment and appurtenances CROWN installs at any BANM site on behalf of CROWN or CROWN's tenants, provided however that the removal of said equipment will not structurally affect the integrity of the tower.

8. It is further understood and agreed BANM must approve of the installation contractor or personnel chosen by CROWN to install, maintain and operate the equipment. Said approval by BANM shall be made within ten (10) business days of CROWN's submission of said installation contractor or personnel. Said installation, maintenance and operation will in no way damage or interfere with BANM's use of the Tower, antennas and appurtenances. BANM's approval of the installation contractor or personnel shall not be unreasonably withheld or delayed. If damage or interference is caused by CROWN, and CROWN fails to make such repairs immediately after notice by BANM, BANM may make the repairs and the reasonable costs thereof shall be payable to BANM by CROWN on demand. If CROWN does not make payment to BANM within thirty (30) days after such demand, BANM shall have the right to declare this Agreement in default and terminate the same without any further notice or demand to CROWN. BANM covenants that it will keep the tower in good repair as required by federal law H.R. 6180/S. 2882, the Telecommunications Authorization Act of 1992 including amendments to Sections 303(q) and 503(b) (5) of the Communications Act of 1934. BANM shall also comply with all rules and regulations enforced by the F.C.C. with regard to the lighting, marking and painting of tower. If BANM fails to make such repairs immediately after notice by CROWN, CROWN may make the repairs and the reasonable costs thereof shall be payable to CROWN by BANM on demand. If BANM does not make payment to CROWN within thirty (30) days after such demand, CROWN shall have the right to deduct the cost of the repairs from the succeeding monthly rental amounts normally due from CROWN to BANM.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the tower structure or its appurtenances.

Each antenna must be identified by color coding or a metal tag fastened securely to its bracket on the tower and each transmission line is to be tagged at the conduit opening where it enters the equipment building.

CROWN shall comply with all specifications with regard to construction, radio frequency and installation on BANM's tower as outlined in Exhibit "D" to the Master attached hereto and made a part hereof.

If CROWN causes damage to the tower, CROWN agrees to repair such damage with reasonable promptness at its own cost and expense.

9. CROWN for itself and on behalf of all of its tenants, licensees and/or users agree(s) to have installed transmitting and receiving equipment of the type and frequency which will not cause measurable interference as defined by the F.C.C. to BANM, other lessees of the premises or neighboring landowners. In the event CROWN's equipment causes such interference, CROWN will take all steps necessary to correct and eliminate the interference. BANM agrees that any of its future tenants of the premises who take possession after the date of execution of any supplement will have installed transmitting and receiving equipment of the type and frequency which will not cause measurable interference as defined by the F.C.C. In the event any equipment of future tenant of BANM causes interference, BANM will see that said tenant take all steps necessary to correct and eliminate the interference and tenant ceases operation until said interference is eliminated.

10. CROWN agrees to maintain the antennas, transmission lines and other appurtenances, in proper operating condition and maintain same as to appearance and safety.

11. All installations and operation in connection with this Agreement by CROWN shall meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, BANM assumes no responsibility for the licensing, operation, and/or maintenance of CROWN's radio equipment.

18. BANM covenants that CROWN, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

19. BANM covenants that BANM is seized of good and sufficient interest to the Property and has full authority to enter into and execute this Agreement. BANM further covenants that there are no other liens, judgments or impediments affecting its interest in the Property. BANM further covenants that there are no easements, rights-of-ways or restrictions which encroach upon the Property which is leased under this Agreement and which interfere with CROWN's use of the Property as contemplated under this Agreement.

20. It is agreed and understood that this Agreement and all supplements to it contain all the agreements, promises and understandings between BANM and CROWN and that no verbal or oral agreements, promises or understandings shall be binding upon either BANM or CROWN in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties.

21. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state of the location of the Property indicated in the supplement.

22. This Agreement may be sold, assigned or transferred by CROWN without any prior approval or consent of BANM, to CROWN's affiliates or subsidiaries. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of BANM which such consent will not be unreasonably withheld.

Within the areas to which this Agreement is applicable as outlined in Exhibit "E" to the Master, CROWN shall have the exclusive right to sublet all or part of the Property subject to the approval of BANM which approval will not be unreasonably withheld or delayed and subject to a different standard of approval and limitation on subletting as set forth in the next paragraph. However, notwithstanding the foregoing, BANM shall have the right to directly sublet to AT&T Wireless, Horizon Cellular Telephone Company of Crawford, L.P., emergency service providers as selected by BANM and to any entity owned, controlled or managed by Bell Atlantic or NYNEX Corporations or any of their affiliates or subsidiaries.

The Parties further agree and acknowledge that CROWN may not sublet without BANM's prior written consent which consent shall be in the absolute discretion of BANM, any or all of the Property to any competitor of BANM providing cellular or communications carrier services or to any competitor of BANM providing personal communications services. Further, CROWN may not sublet to any entity, owned, controlled or managed by Bell Atlantic or NYNEX Corporations or any of their affiliates or subsidiaries. Additionally, if BANM has in place a master agreement dealing with non-monetary terms and conditions with any third party, CROWN shall be obligated to use said master agreement in subletting to any such third party.

For purposes of this Section, an affiliate or subsidiary of Bell Atlantic or NYNEX Corporations shall be deemed to be an entity in which either corporation directly or indirectly has an ownership, equity or management position of at least two and one-half percent (2-1/2%). With respect to CROWN, an affiliate or subsidiary is an entity in which CROWN owns more than fifty percent (50%).

23. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

As to BANM: Bell Atlantic NYNEX Mobile
180 Washington Valley Road
Bedminster, New Jersey 07921

As to CROWN: Robert Crown
Crown Communications
Penn Center West III
Building #3, Suite 229
Pittsburgh, PA 15276

24. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto. The Parties further agree that all of the provisions in this Agreement shall affect and bind any and all tenants or occupants of the Property who come upon the same through or by agreement with either Party. Each Party shall be fully responsible to ensure that any and all tenants or occupants of the Property who come upon the same through or by agreement with that Party comply with all of the terms and provisions of this Agreement and such Party shall be fully liable and responsible for any breaches of this Agreement by its tenants or occupants.

25. The Parties acknowledge that BANM's rights in the Property may be derived from a separate agreement with a third party hereinafter referred to as a "Prime Lease Agreement" in which BANM herein is lessee, grantee or licensee therein. If this is the case, the parties to such Prime Lease Agreement and the date of such Prime Lease Agreement shall be designated in the particular supplement, and a copy of said Prime Lease shall be attached as Exhibit "B" to the Supplement, and the following provisions shall be applicable. In the event approval of the prime lessor, grantor or licensor is required in the Prime Lease Agreement, the effectiveness of any supplement concerning such property shall be specifically subject to the obtaining of such approval. Further, all the terms, conditions and covenants contained in this Agreement and any supplement shall be specifically subject to and subordinate to the terms and conditions of any Prime Lease Agreement affecting the Property which is the subject of the particular supplement. In the event any of the provisions of the Prime Lease Agreement supersede or contradict the terms of this Agreement, such terms of this Agreement shall be deemed deleted or superseded to the extent of the contradiction as applicable to the space utilized by CROWN. Further, CROWN agrees to be bound by and agrees to perform all the acts and responsibilities required of the lessee pursuant to the Prime Lease Agreement. Lastly, in the event the Prime Lease Agreement terminates for any reason, the supplement relating to the Property covered by said Prime Lease Agreement, shall be deemed to have terminated effective the date of the termination of the Prime Lease Agreement.

26. Notwithstanding anything to the contrary contained herein, BANM may terminate any supplement upon three (3) months notice to CROWN in the event the continuation of that supplement is prohibited by, interferes with or will negatively impact BANM as a result of governmental regulation, approval or legislation.

In the event any previously approved zoning or governmental permit affecting the use of the property as a communications facility is withdrawn or terminated, the supplement relating to the property covered by said permit or approval shall be deemed to have been terminated effective the date of the termination of the permit or approval.

27. This Agreement revokes and supersedes any other oral or written agreements between the Parties, whether or not in writing, that pertain to the subject matter described herein.

28. The Parties agree that without the express written consent of the other Party, neither Party shall reveal, disclose or promulgate, except to such third party's auditor, accountant or attorney or to a governmental agency if required by regulation, subpoena or government order to do so.

29. For those properties that BANM owns, BANM agrees to execute a Memorandum of this Lease Agreement which CROWN may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments of a particular supplement.

30. CROWN agrees that CROWN will use its best efforts to market BANM's sites covered by this Agreement for the mutual benefit of CROWN and BANM.

31. Any obligations imposed on CROWN in this Agreement shall be equally and fully applicable to any tenants, sub-contractors or other third parties that CROWN brings on to BANM's property or comes upon BANM's property through or under the authority of CROWN.

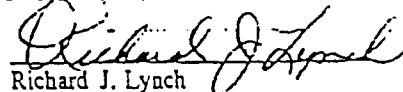
Any breach by such tenants, subcontractors or other third parties shall be deemed a breach by CROWN under this Agreement and CROWN shall be fully liable and responsible to BANM pursuant to the terms of this Agreement for such breach.

32. CROWN shall have the right to obtain from the prime lessor at its own cost and expense, a non-disturbance agreement with respect to any mortgages affecting the Property. However, BANM shall have no obligation to obtain or assist in obtaining the non-disturbance in benefit of CROWN. In the event CROWN obtains financing with respect to CROWN's equipment or personal property at a site, BANM hereby waives any claim that it might have in such equipment or personal property superior to the proposed lender or financing institution. BANM agrees to execute any document reasonably necessary to evidence such waiver.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

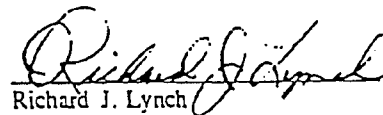
CELLCO PARTNERSHIP
by Bell Atlantic NYNEX Mobile, Inc.
its managing general partner

BY:


Richard J. Lynch
Executive Vice President and
Chief Technical Officer

Pittsburgh SMSA, L.P.
by Cellico Partnership, its managing general partner,
by Bell Atlantic NYNEX Mobile, Inc., its managing general partner

BY:


Richard J. Lynch
Executive Vice President and
Chief Technical Officer

SIGNATURES CONTINUED ON NEXT PAGE

MEMORANDUM OF ASSIGNMENT

This Memorandum of Assignment is entered into by and between CELLCO PARTNERSHIP, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile ("Assignor"), with an office c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, NJ, 07921 and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company with an office at 510 Bering, Suite 500, Houston, TX, 77057 ("Assignee").

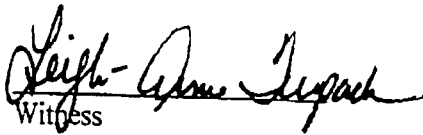
1. Assignor (as lessee, assignee, or grantee) entered into a lease agreement or other instrument ("Agreement") with the owner, lessor, or grantor (the "Property Owner") both as referred to or indicated on Exhibit "A" attached hereto (the "Exhibit"), which conveyed or created an interest in such land and/or improvements ("Property") of the Property Owner as described in, indicated by or referenced in the deed or document recorded at the recording reference (book and page) stated in the Exhibit of the applicable land records for the jurisdiction in which the Property is located, as also stated in the Exhibit, in the State of Pennsylvania. The date of the Agreement and the term of the Agreement, including the number of renewal terms, is indicated in the Exhibit. The Agreement conveys a portion of the Property to Assignor (the "Premises") as described in the Agreement.
2. Assignor and Assignee entered into an assignment instrument ("Assignment") on the 31st day of March, 1999, whereby Assignor transferred, assigned and conveyed its interest in the Agreement to Assignee. To the extent a consent of Property Owner to such Assignment was required by the Agreement, Assignor has obtained such consent. By virtue of the Assignment, Assignee has succeeded to all rights and obligations of the Assignor under the Agreement. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective successors and assigns of Assignor and Assignee. Copies of the Assignment and the Agreement are on file in the offices of Assignor and Assignee.
3. This Memorandum of Assignment is intended to give record notice of both the Agreement (to the extent record notice was not previously provided) and the Assignment and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment.

[remainder of page intentionally
left blank; signature pages
for both Assignor and Assignee follow]

ASSIGNOR:

CELLCO PARTNERSHIP
by Bell Atlantic Mobile, Inc.,
its managing general partner


Witness

By: 

Name: Francis J. Shammo


Title: Vice President and Controller

[remainder of page intentionally
left blank; Assignee's
signature appears on page 3]

ASSIGNEE:

CROWN ATLANTIC COMPANY LLC

By:


John P. Kelly

Title: Executive Vice President

[remainder of page intentionally
left blank; notary blocks
for both Assignor and Assignee follow]

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 22nd day of March, 1999, before me appeared Francis J. Shammo, to me personally known, who, being by me duly sworn, did say that he is Vice President and Controller of Bell Atlantic Mobile, Inc., a corporation, managing general partner of Celco Partnership, and that said instrument was signed on behalf of said corporation and partnership, and said Francis J. Shammo acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

William H. Neville

Notary Public

My commission expires:

WILLIAM H. NEVILLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. April 22, 2001



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

§§

CORPORATE ACKNOWLEDGMENT

On this 25 day of March 1999, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared **John P. Kelly**, Executive Vice President of Crown Atlantic Company LLC, a Delaware limited liability company, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and Commonwealth of the day and year last above written.

Tammy M. Sowers
Notary Public

My Commission Expires:

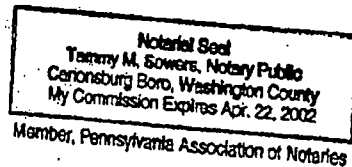


Exhibit A

Site Name

JEF H (BAM)

Location

Site Address 1: ALLPORT BIGLER ROAD

Site Address 2: ROUTE 20/30

County: CLEARFIELD

Lot/Block (if available): L10/B124-3

Tax Map (if available): _____

Property Owner

Name: STANLEY E. AND DONNA M. SONES

Address 1: BOX 123

Address 2: DEER CREEK ROAD

City, State, Zip: MORRISDALE PA, 16858-

Title aquired by deed or other
conveyance instrument recorded
in: (Deed/Book/Vol)

DB552/P476

Lease Agreement (or other instrument)

Agreement Date: 3/1/94

Initial Term Expiration: 3/31/99

Renewal Terms: 5/5 YR.

3

DOC #02-04-94-LLA(5)

JEF H
2/5/94

LAND LEASE AGREEMENT

This Agreement, made this 1st day of March, 1994, between Stanley E. Sones and Donna M. Sones, husband and wife with their principal mailing address located at Box 123, Deer Creek Road, Morrisdale, PA 16858, Social Security #186-28-0853, hereinafter designated LESSOR and BELL ATLANTIC MOBILE SYSTEMS, INC., a corporation of the State of Delaware, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR hereby leases to LESSEE that certain parcel of property (hereinafter called Property), located at Route 20/30, Allport Bigler Road, Clearfield County, Morris Township, Morrisdale, PA 16858, and being described as a 107' by 107' parcel containing 11,449 square feet, plus an area sufficient in size for the placement of six (6) guy anchor points, as part of the property shown on the Tax Map of the Township of Morris as Block 124-3, Lot 10 and being further described as part of the property conveyed in Deed Book 552 at Pages 476-477 as recorded in the Office of the Clearfield County Courthouse, Pennsylvania, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public

right-of-way, Allport Bigler Road

to the demised premises, said Property and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. LESSOR also hereby grants to LESSEE the right to survey said Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. This Agreement shall be for an initial term of five (5) years and shall be effective on the commencement date at which time

d

e

f

M. Sones, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The commencement date is defined as the first (1st) day of the month in which this Agreement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs

last.

4. LESSEE shall have the option to extend this Agreement for four (4) additional five (5) year terms plus one (1) additional extension of four (4) years and eleven (11) months, by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

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6. IF at the end of the ^{Last} ~~term~~ extension ^{10m.} term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for annual terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at

least (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the third ^{last} ~~(3rd)~~ five (5) year extension.

7. LESSEE shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Property at the discretion of LESSEE (not including the access easement). LESSEE reserves the right to clear cut thirty (30) feet on either side of the six (6) guy anchor paths. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE will maintain the Property in a reasonable condition. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Property as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event a subdivision of LESSOR's property is required, LESSOR agrees to proceed with due

diligence and obtain the same at his own cost and expense. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE's Vice President - Network determines that the Property is no longer compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the LESSEE, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account

of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. LESSEE, upon termination of the Agreement, shall, within a reasonable period, remove its building, antenna structure, fixtures and all personal property and restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, tower, fixtures and all personal property are completed.

12. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the leased

Premises, whether separately or as part of the larger parcel of which the leased Premises are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from LESSOR, LESSOR may sell the premises or portion thereof to such third person in accordance with the terms and conditions of his offer.

13. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

14. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

15. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which

prevent the use of the Property by the LESSEE as set forth above.

In the event LESSOR does not have clear title or authority as set forth herein or there are liens, judgements or impediments to LESSEE'S use, LESSEE may withhold rental payments until such time as LESSOR demonstrates that it has clear title or authority and/or there are no liens, judgements or impediments to LESSEE's use; or terminate this Lease immediately and LESSOR will return all rent paid by LESSEE.

16. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

17. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania.

18. This Agreement may not be sold, assigned or transferred by the LESSEE without any prior approval or consent of the LESSOR except to the LESSEE's principal, affiliates or subsidiaries of its principal. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld.

19. All notices hereunder must be in writing and shall be

deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Stanley E. and Donna M. Sones
Box 123 Deer Creek Road
Morrisdale, PA 16858

LESSEE: Bell Atlantic Mobile Systems, Inc.
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Vice President - Network

20. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

21. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Property as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage in recordable form.

22. LESSOR agrees to execute a Memorandum of this Lease

Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Deborah R. Hudish
WITNESS

Deborah R. Hudish
WITNESS

Martha Z. Lisc
WITNESS

LESSOR:
BY: Stanley E. Sones
Stanley E. Sones

BY: Donna M. Sones
Donna M. Sones

LESSEE: BELL ATLANTIC MOBILE
SYSTEMS, INC.

BY: Richard J. Lynch
Richard J. Lynch
Vice President - Network

Commonwealth of Pa.

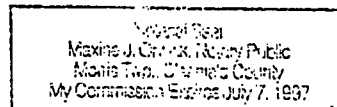
County of Allegheny

On this 10th day of Feb 1937, before me
personally appeared Edward E. F. Korman of

 to me known to be the same person(s) described in,
and who executed the foregoing instrument, and acknowledge that
(he, she, they) executed the same as (his, her, their) free act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my seal in said county and state of the day and year last
above written

Maxine J. Chock
Notary Public



My Commission Expires: July 7, 1937 87
Member, Pennsylvania Association of Notaries

INDIVIDUAL ACKNOWLEDGEMENT

State of New Jersey

County of Somerset

On this 1st day of March 1994, before me appeared Richard J. Lynch to me personally known, who, being by me duly sworn, did say that he is Vice President of Network of Bell Atlantic Mobile Systems, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors and said Richard J. Lynch acknowledged said instrument to be the free act and deed of said corporation.

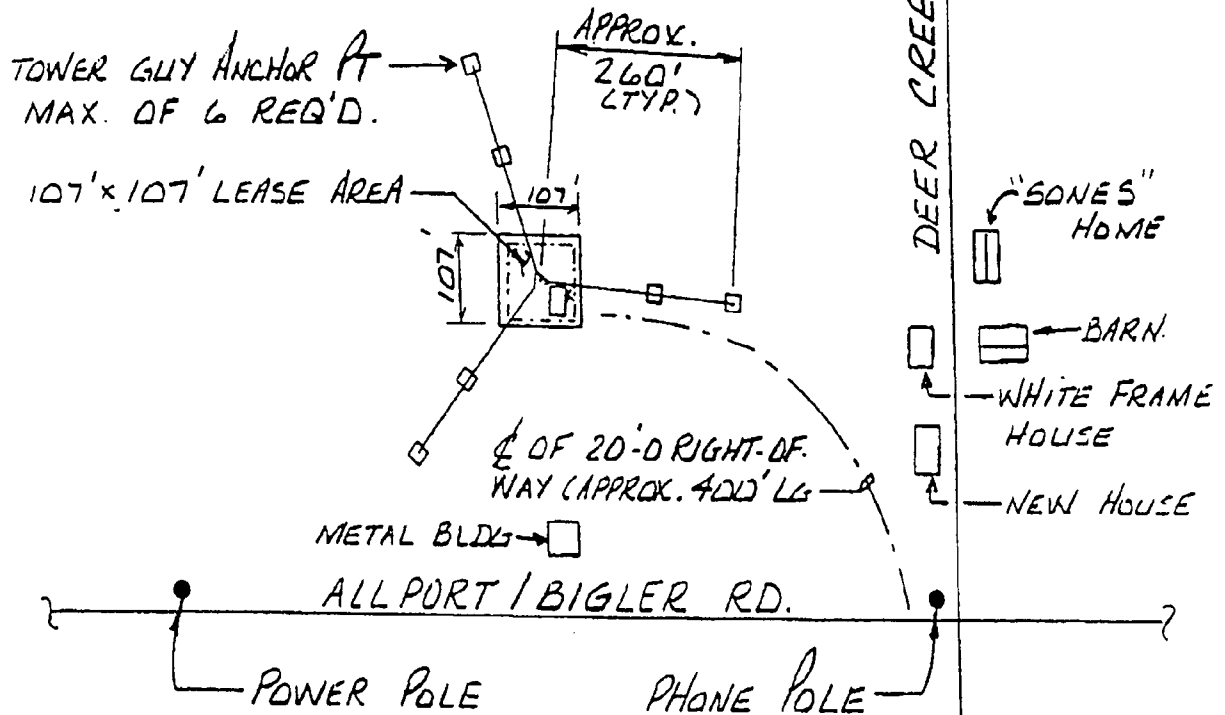
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

Notary Public

Bernadette Faiella
My commission expires:

BERNADETTE FAIELLA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 20, 1995

NORTH ↑



PLAN
JEF H CELL SITE
KYLERTOWN, PENNA.

EXHIBIT "A"

FEBRUARY 1, 1994

SITE ADDRESS APPROVED

SITE NAME: DUB001A CROWN 806233

SITE ACQ.

George Francis: _____

Date: _____

Butch Anthony: _____

Date: _____

Randy Garrett: _____

Date: _____

Sabrina Alessandra: _____

Date: _____

CONSTRUCTION:

Eric DeRiggi: 

Date: 6-22-01

Rick Henigan: _____

Date: _____

REGIONAL MGR:

Matt Fusco: _____

Date: _____

Felicia Roth: 

Date: 6-25-01



GENERAL DYNAMICS
Worldwide Telecommunication Systems

Devon Communications Business Summary

Market:

MLA Firm:

Search Ring:

Candidate Name:

Site Identification Data:

Address:
City: State: Zip:
County: APN Number:
Address Confirmed:

Landlord Information

Tax ID/SS #

Notices

Landlord:
Company:
Address 1:
Address 2:
City: State:
Phone: Fax:

Contact:
Contact(s):
Address 1:
Address 2:
City: State:
Phone: Fax:

Business Terms Summary:

Lease or License:
Initial terms (yrs):
Escalation:
Demographic Location:

Commencement Occurrence:
No. of renewal Terms:
Payment Basis:

Memo of lease allowed?:
Renewal Duration (yrs)?
Annual Rental Rate:

Rate / Duration:
Comments:

Termination:
Assignment:
Insurance:
Access:

Description:
Description:
Description:
Description:

Other Non - Standard Terms:

Landlord: James Seger
Address: SR 2030
Morrisdale PA.

Date: 2/16/01
Site Name: Allport
Site Number: Dub. 001 C

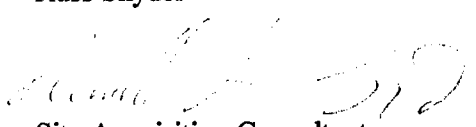
DEVON MOBILE COMMUNICATIONS, L.P., a Delaware limited partnership will submit for your review and execute a Lease Agreement to lease from you the real estate located on SR 2030, the property size approximately 60' x 60' (referred to in this letter as "the property").

This letter confirms:

- Your agreement with us regarding access to the property pending your review of the Lease Agreement.
- Specifically; you agree to permit us and our agents and contractors access to the Property in order to conduct surveys, structural strength analysis, soil test, or any other tests or investigations that deem necessary.
- We agree to repair any damage to the property caused by our activities on the property.

This document is verification of the terms agreed to by you with our Site Acquisition Consultant. Neither the submission of a form of Leas Agreement nor this letter shall constitute an agreement to enter into a binding lease or option to lease, and neither party shall be bound with respect to the leasing of the property until a final Lease Agreement is negotiated and signed by both parties. Please sign in the space below.

Sincerely,
Russ Snyder


Site Acquisition Consultant

I (we) agree to the terms of this letter.


Landlord

2-21-01
Date

Landlord

Date



GENERAL DYNAMICS
Worldwide Telecommunication Systems

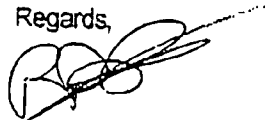
To: Bill Adamski
From: Bob Brown
CC: Jennifer Geraci, Matt Fusco, Al Lane, Felicia Roth, Bill Hillegas
Date: September 12, 2001
Re: Sole Source Justification - Crown Castle

Bill,

Please sign below as your acknowledgement to the use of Crown Castle for General Contracting Services to locate Devon Mobile Communications equipment on existing towers. The agreed to cost for these services is \$40,800. Out of scope items will be priced on a site by site basis.

This acknowledgement is for General Dynamics' internal use only. This letter indicates your approval of the above contractor and pricing.

Regards,


Bob Brown

Acknowledgement

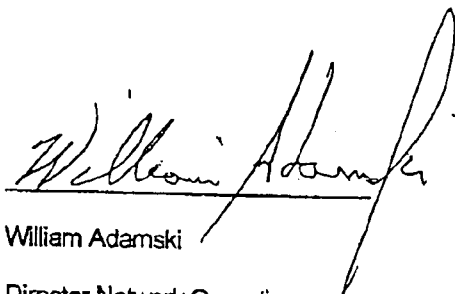

William Adamski
Director Network Operations
Devon Mobile Communications, LP

EXHIBIT “B”

Notification of Site Readiness

Please be advised that the below Site is Construction Complete and ready for Devon Acceptance. General Dynamics hereby requests the Acceptance Walk be conducted within three business days from the date noted below. Failure to perform this walk within this stated time frame may require a remobilization cost from the General Contractor. This Site will be assumed accepted after the expiration of the 3 Business days unless GD and Devon have agreed to an alternative schedule.

Site Name Crown 806233

Site Number Dub 001A

Date April 12, 2002

GD Construction Supervisor John Marshall

A. CIVIL SITE WORK	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. GROUNDING SYSTEM	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Electrical	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Electrical	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Telco	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Road Work	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Tower	Yes	No	N/A	Comment
Completed (note deficiencies in comments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Please sign and date your acknowledgement of this notification. We will schedule the Acceptance walk within three business days of this submission.

General Dynamics

Devon Mobile Communications

Construction Manager

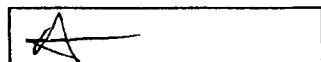
Date

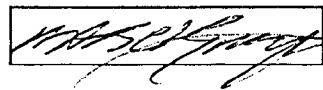
Regional Operations Manager

Date

Regional Manager

Date





4/12/02

EXHIBIT “C”

MASTER SERVICES AGREEMENT

BY AND BETWEEN

GENERAL DYNAMICS GOVERNMENT SYSTEMS CORPORATION
WORLDWIDE TELECOMMUNICATION SYSTEMS
WIRELESS SYSTEMS AND SERVICES

AND

DEVON MOBILE COMMUNICATIONS, L.P.

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of October 11, 2000 (the "Effective Date"), by and between DEVON MOBILE COMMUNICATIONS, L.P., a Delaware limited partnership, with its primary office at One North Main Street, Coudersport, Pennsylvania, hereinafter referred to as "DEVON", and GENERAL DYNAMICS GOVERNMENT SYSTEMS CORPORATION, a Delaware corporation, acting through its Worldwide Telecommunication Systems Wireless Systems and Services organization ("GD-WTS"), with offices at 77 "A" Street, Needham, Massachusetts, collectively referred to as "the Parties".

WHEREAS, DEVON desires to have GD-WTS build a Personnel Communications System ("PCS") network in the Business Trading Areas DEVON has obtained licenses from the FCC; and

WHEREAS, DEVON desires to contract with GD-WTS for the provision of Program Management, Site Location and Acquisition, Materials Management, Architectural/Engineering, Construction Management, and General Contracting as well as Program Management of RF Engineering, Site Installation and Optimization services by others, all as described in Exhibit B; and

WHEREAS, the rights and obligations of the Parties for services performed hereinafter shall be governed by the terms and conditions of this Agreement; and

WHEREAS, GD-WTS' specific responsibilities for each Project are to be defined and set forth in specific Work Project Requests ("WPRs") to be incorporated into applicable Purchase Orders for each Project.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the Parties mutually agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement, and not otherwise defined in the body of this Agreement, shall have the meanings assigned to them in Exhibit A attached hereto.

2. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date, and unless terminated earlier as provided herein, shall remain in effect for a term of three (3) years following the Effective Date ("Term"), or as soon thereafter as all outstanding Purchase Orders issued hereunder expire. Following the Term, this Agreement may be extended for one-year periods by mutual written agreement of the Parties.

3. DESCRIPTION OF SERVICES

In accordance with, and subject to, the terms and conditions of this Agreement, GD-WTS hereby agrees to provide to DEVON certain services for each Project from the list of available Services set forth in Exhibit B, including, without limitation, Project Managers, Equipment Engineers, and Construction Managers and any other services reasonably related to a specific Project which have been agreed to by the Parties ("Services"). The available Services in Exhibit B may be amended, deleted, or supplemented from time to time by mutual written agreement of the Parties and shall be incorporated into this Agreement as an amendment.

4. WPRs/PURCHASE ORDERS

- (a) Work Project Requests ("WPR"). From time to time, DEVON will issue WPRs applicable to specific Projects, which set forth the Services to be performed by GD-WTS for each Project. Each WPR shall be issued in the format set forth in Exhibit D, attached hereto, and shall set forth in sufficient detail: the applicable area(s); types of Services requested; list of equipment to be provided by DEVON; applicable requirements and/or specifications; pricing terms and conditions; schedule; acceptance criteria; payment terms; and any other terms and conditions applicable to such Project. Upon receipt of a WPR, GD-WTS may: (1) accept the WPR in its entirety without change; (2) accept a portion of the Work set forth in the WPR; or (3) amend the terms or scope of the WPR by counter-offering additional or inconsistent terms, or a modified scope of Services. GD-WTS agrees to accept WPRs if they are consistent with scope of this Agreement, unless GD-WTS has a compelling reason to not accept a WPR. Any GD-WTS response to a WPR proposed by DEVON which includes Work or terms that are added to or are inconsistent with the terms and conditions of this Agreement or the WPR will be considered proposals for addition to the WPR. Any such proposals will not be added

or binding unless agreed to in writing by both Parties, and incorporated into the applicable Purchase Order. In the event both Parties agree that GD-WTS will perform Services for DEVON for follow-on Projects, this Agreement shall govern the manner in which such Services are procured.

- (b) Purchase Orders. Upon mutual agreement of the Parties regarding the terms of the WPR, both Parties shall sign the agreed-upon WPR, and DEVON shall promptly issue a Purchase Order applicable to such WPR, which shall reference and be subject to this Agreement and incorporate the applicable WPR. GD-WTS shall only be authorized to perform Services pursuant to a Purchase Order signed by duly authorized representatives of both Parties, which may only be modified pursuant to a Change Order issued in accordance with Section 5(d) below. At a minimum, each Purchase Order for Services shall include:

- Description of Services and/or Statement of Work for the Project
- Price of Services
- Location where Services will be performed
- DEVON's required completion date
- Any other specific or unique terms and conditions governing the performance of the Services for the Project.

For purposes of this Agreement, a WPR which has been accepted by both Parties and incorporated into a signed Purchase Order shall be referred to as a "WPR/Purchase Order".

5. SCOPE OF APPLICABLE WPRS AND SERVICES

- (a) WPR Terms and Conditions. GD-WTS shall perform all Services in accordance with the terms and conditions of this Agreement and the Specifications set forth in the applicable WPR/Purchase Order. GD-WTS shall commence providing Services promptly after the WPR has been accepted and the applicable Purchase Order has been signed by both Parties. GD-WTS shall perform Services continuously to completion with competence, diligence and in accordance with the representations and warranties set forth in Section 12 below.
- (b) Pricing Methods. GD-WTS shall render invoices for Services performed in accordance with one or more of the following pricing methods as specified in the applicable WPR:
- (i) Fixed Price. The fixed price charges as set forth in the applicable WPR;
 - (ii) Hourly Rate. GD-WTS' hourly rates for Services as set forth in the applicable WPR, and as set forth in attached Exhibit C (the "Schedule of Rates") and incorporated herein. In addition to

hourly rates, Exhibit C includes a list of reimbursable expenses, which shall apply to monthly rate based WPRs. The rates set forth in Exhibit C are valid during the initial term of this Agreement. Thereafter, GD-WTS may revise its Schedule of Rates upon written notice to DEVON once during each calendar year, provided that such adjustment is effective no sooner than thirty (30) days after any subsequent anniversary date of this Agreement. Any increase in GD-WTS' hourly rates shall not be applicable to any WPR/Purchase Order accepted prior to the effective date of general price changes, which in all cases shall be consistent with the annual consumer price index change.

- (iii) Charge for Materials. Each invoice shall contain a list of all material charges to be paid by DEVON. Material charges may only be burdened with a ten percent (10%) markup for material and handling.
- (c) Deployment Schedule. A Deployment Schedule jointly developed by both Parties for the Services shall be attached to each WPR and incorporated into each Purchase Order upon acceptance by both Parties. GD-WTS shall not be liable for delays in performance that are caused by DEVON (or any of DEVON contractors or vendors other than GD-WTS) failure to timely supply equipment or materials or perform any material duties assigned to DEVON in the applicable WPR/Purchase Order, unless due to the fault of GD-WTS in overseeing the overall project. GD-WTS shall not be liable for delays caused by federal, state or local municipalities in obtaining any required permits or licenses so long as not the result of the failure by GD-WTS to timely place secure such permits or licenses.
- (d) Change Requests.
 - (i) By DEVON. DEVON may, in its discretion, make changes within the general scope of Services for each particular WPR/Purchase Order, including, but not limited to, changes in drawings, designs, specifications, or delivery, by issuing a Change Request in writing to GD-WTS at any time during the term of the applicable WPR/Purchase Order.
 - (ii) By GD-WTS. GD-WTS may issue a Change Request if, in the course of performing Services, it encounters: (a) unknown and unexpected physical or environmental conditions that differ materially from those specified in, or anticipated by, the applicable WPR/Purchase Order or that differ materially from those ordinarily found to exist at the Site and generally recognized as inherent in the kind of Services provided for in the applicable WPR/Purchase Order; (b) events of Force Majeure as

set forth in Section 10 below; or (c) changes otherwise permitted by this Agreement. No services related to asbestos or other hazardous material are included in this Agreement. It is the intent of the Parties to keep the number of Change Requests to the minimal necessary to expeditiously complete the applicable WPR/Purchase Order.

- (iii) Processing of Change Requests. If any changes specified in a Change Request are likely to impact the performance efforts, including the cost or schedule for such performance, under such WPR/Purchase Order, an equitable adjustment based on the written mutual agreement of the Parties shall be made to the performance terms (including schedule and/or price adjustments) and the applicable WPR/Purchase Order shall be modified in writing accordingly. Change Requests that are approved by the Parties shall be deemed Change Orders. Failure of the Parties to mutually agree upon the terms of the Change Order, or the equitable adjustment associated therewith, shall be deemed a "Dispute," subject to the provisions of Section 20, Disputes.

6. OBLIGATIONS OF THE PARTIES

(a) GD-WTS Obligations:

- (1) GD-WTS shall perform the Services as set forth in an applicable WPR/Purchase Order.
- (2) GD-WTS shall perform its Services in accordance with generally recognized industry standards. Services shall be deemed accepted by DEVON when GD-WTS has performed such Services in accordance with the Specifications, designated Acceptance Tests or Criteria, and other terms of the applicable WPR/Purchase Order to the full satisfaction of DEVON.
- (3) GD-WTS shall comply with all applicable local, state and federal laws, ordinances, rules and regulations necessary to the provision of Services hereunder;
- (4) GD-WTS shall bear all risk of loss with respect to any items that have been provided to GD-WTS by DEVON in connection with the Services hereunder, and at the completion of a Project, or upon DEVON request, shall promptly return such items to DEVON at its own expense.
- (5) GD WTS shall take all reasonable steps necessary to inform its employees or agents of all hazards and safety procedures which pertain to GD-WTS' provision of Services. GD-WTS shall plan and perform the

Services in a manner as to adequately safeguard all persons and property from injury.

(6) GD-WTS shall promptly notify DEVON of any matter or event which, in GD-WTS' professional opinion, could reasonably be expected to materially affect the Services hereunder.

(b) DEVON Obligations:

(1) DEVON agrees to comply with the provisions of a WPR/Purchase Order for which it is responsible, including without limitation, all payment obligations.

(2) DEVON shall arrange for the provision of all Equipment, software and FCC licenses required to be furnished by DEVON in support of a Project.

(3) DEVON shall cooperate with GD-WTS and shall not take any action that would unduly hinder or delay GD-WTS' timely provision of Services.

7. INVOICES AND PAYMENTS

(a) Invoices. GD-WTS shall render invoices to DEVON in accordance with the provisions of the applicable WPR/Purchase Order. Unless otherwise specified in a WPR/Purchase Order, invoices shall be submitted to DEVON on a monthly basis. Invoices shall describe in detail either the Services performed for hourly-rate based WPRs, or the milestones completed for lump-sum based WPRs, the amounts due for such Services or milestones, material charges, the amount of other reimbursable expenses, and any applicable taxes. Invoices for monthly rate-based WPRs shall include a breakdown of the GD-WTS hours expended pursuant to such WPR. Within sixty (60) calendar days of the effective date of this Agreement, the Parties shall agree upon the form of GD-WTS' invoices.

(b) Payment and Billing Disputes. DEVON shall pay GD-WTS in accordance with the payment schedule listed in the applicable WPR. In the event that DEVON disputes any invoice or amount, DEVON will so notify GD-WTS and the Parties will use their best efforts to resolve the dispute expeditiously. If items of an invoice remain in dispute, then only the disputed items may be withheld from payment and the remaining undisputed portion of the invoice shall be paid in accordance with conditions specified herein. The time for payment of the portion of the invoices in dispute shall be extended by a period of time equal to the time between GD-WTS' receipt of such notice from DEVON and the resolution of the dispute unless such dispute is resolved prior to the payment due date for such invoice. A dispute arising under this Section which is not resolved within sixty (60) days shall be governed by the provisions of

Section 20 below unless otherwise agreed to by the Parties. Any undisputed items in an invoice which are not paid by DEVON within thirty (30) days of DEVON's due date of the invoice, shall accrue interest at the rate of one (1) percent per month. Failure to pay an undisputed invoice shall not be considered a "Dispute" subject to the provision of the Disputes clause in Section 20 and GD-WTS shall be entitled to termination rights as provided in this Agreement and any other rights or remedies permitted by law.

- (c) Records. GD-WTS shall maintain accurate records for all amounts billable to and payments made by DEVON for Services performed under this Agreement. GD-WTS shall retain such records for a period of two (2) years from the date of final payment for Work covered under each applicable WPR/Purchase Order. In the event of a billing dispute related to a WPR/Purchase Order, GD-WTS shall provide reasonable supporting documentation concerning any disputed invoice amount to DEVON within ten (10) days from the date upon which GD-WTS receives notification of the dispute.
- (d) Guarantee. In the event that DEVON fails to make any payments otherwise due and owing GD-WTS under this Agreement, including without limitation, payments of undisputed invoices in accordance with this Section 7, upon simple written demand to Adelphia Communications Corporation ("ACC"), ACC hereby unconditionally and irrevocably guarantees full payment of DEVON's legitimate obligations under this Agreement within thirty (30) days of ACC's receipt of such written demand. In such event, ACC shall be entitled to assert all of DEVON's rights and remedies, both substantive and procedural, under this Agreement. ACC shall not be discharged or released from its obligations hereunder by any waiver or forbearance by GD-WTS. It shall not be necessary, in order to enforce this guarantee, for GD-WTS to institute suit or obtain a judgment, or to exhaust its legal remedies, against DEVON and such guarantee is enforceable against ACC as if this Agreement had been made by ACC in lieu of DEVON; provided that DEVON shall be relieved of its obligations and responsibilities under this Agreement to the extent they are fulfilled by ACC. ACC shall reimburse GD-WTS for all reasonable costs or expenses incurred by GD-WTS to enforce this guarantee. This guarantee shall bind ACC, its successors and assigns.

8. TAXES

- (a) GD-WTS shall be responsible for the withholding and/or payment, as required by law, of all federal, state, and local taxes imposed on GD-WTS or its employees because of the performance of Services hereunder. Further, GD-WTS shall comply with all federal and state benefits laws applicable to GD-WTS or its employees, if any, including making deductions or contributions for social security and unemployment tax. GD-WTS further agrees to make payments to federal and appropriate state authorities for withholding, FICA and unemployment taxes.
- (b) DEVON shall be responsible for all sales and use taxes because of the performance of Services hereunder, provided that GD-WTS will account for and collect any taxes which are required to be paid by GD-WTS in the appropriate DEVON cost account.

9. AUDIT & RECORDKEEPING

GD-WTS shall maintain accurate records of all matters that relate to its obligations under this Agreement in accordance with generally accepted accounting principles. GD-WTS shall retain such records for a period of two (2) years from the date of final payment under the WPR/Purchase Order to which the records relate. In the case of hourly-rate based WPRs, GD-WTS shall make relevant records available to DEVON and its authorized representatives in order to determine whether GD-WTS has complied with its obligations hereunder. DEVON shall bear its own costs associated with such audits; provided, however, that if DEVON's audit reveals any billing discrepancy unfavorable to DEVON, GD-WTS shall promptly refund any amounts over-paid by DEVON, plus interest at the rate of one (1) percent per month from the date of payment. Additionally, if DEVON's audit reveals any billing discrepancy that was committed by GD-WTS and is deemed fraudulent by a mutually agreed upon third party, GD-WTS agrees to reimburse DEVON for any additional audit costs required to reveal the discrepancy, plus a penalty equal to ten (10) percent of the billing discrepancy.

10. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God or the public enemy, actions or decrees of governmental entities, civil unrest, riots, war, fire, floods, unusually severe weather, earthquakes, volcanoes, explosions subcontractor/vendor or other concerted acts of labor ("Force Majeure Event"), provided that such circumstances were not reasonably foreseeable by such Party and, by the exercise of reasonable commercial due diligence, could not have been prevented by such Party. The Party who has been affected by a Force Majeure Event shall promptly give notice to the other Party of the nature of any such conditions and the extent of the anticipated

delay resulting from such conditions, at which time performance of this Agreement to the extent affected by the Force Majeure Event shall immediately be suspended without penalty to such affected Party. The Party who has been affected shall take all actions to resume performance hereunder as soon as such Force Majeure Event is removed or ceases. If the period of nonperformance exceeds thirty (30) days from receipt of the notice of the Force Majeure Event, either Party may terminate for convenience the affected WPR/Purchase Order.

11. TERMINATION

(a) Termination for Default.

Either Party may terminate this Agreement and/or any outstanding WPR/Purchase Order in the event that: (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors or to a receiver or a trustee in bankruptcy, or if a proceeding is commenced by or against the other Party for relief under bankruptcy laws and such proceedings are not terminated within thirty (30) days of its commencement, or (ii) the other Party breaches a material provision of this Agreement or any WPR/Purchase Order and such default continues for thirty (30) days after written notice thereof from the non-breaching Party affording the breaching Party an opportunity to cure such default. If GD-WTS is terminated pursuant to this Section, DEVON may enter any affected Site(s) and take possession thereof for the purpose of completing the Services, and instruct GD-WTS to remove from such Site(s) all of its tools, equipment and supplies within a reasonable period of time.

(b) DEVON's Suspension. DEVON reserves the right to suspend the Services of a Purchase Order or the Agreement upon ten (10) days written notice to GD-WTS, unless GD-WTS agrees in writing to a shorter notice period. Should the Services be so suspended, and to the extent such suspension is due to no fault of GD-WTS, an equitable adjustment to the affected Purchase Order shall be made and GD-WTS shall be compensated for all reasonable and appropriately documented costs incurred up to and during the period of suspension in accordance with this Agreement and applicable WPR/Purchase Order(s).

(c) Consequences of Termination.

(1) Upon the expiration or termination of this Agreement or any WPR/Purchase Order, each Party shall promptly return to the other, or destroy upon request, all papers, written materials, and other information furnished in connection with or as a result of the performance of the Services not purchased, and each Party shall promptly return all tools, equipment and supplies of the other Party. Each Party shall provide the

other such reasonable assistance as may be necessary for the orderly continuation of the other Party's business.

(2) In the event that GD-WTS is terminated for default because it has abandoned the Work under this MSA, then GD-WTS shall be liable to DEVON for the following damages:

- a. GD-WTS shall make all reasonable efforts to complete the work within the agreed upon schedules set forth in the applicable WPR.
- b. Termination Penalty. A one-time termination penalty equal to: (i) \$5,000,000, if GD-WTS abandons the Work set forth in WPR 1-00, or if GD-WTS is terminated for cause at or after the First FCC Milestone Payment made by DEVON to GD-WTS but before the earlier of December 31, 2001 or the date upon which GD-WTS completes eighty percent (80%) of the Sites; or (ii) \$2,000,000, if GD-WTS abandons the Work set forth in WPR 1-00 at or after the earlier of December 31, 2001 or the date upon which GD-WTS completes eighty percent (80%) of the Sites, plus
- c. Excess Replacement Costs. In the event DEVON terminates this Agreement in its entirety or in a particular region for default because GD-WTS has abandoned the Work or terminated for cause, DEVON may acquire, as it deems necessary in its sole judgement and under reasonable terms and conditions as are available at such time, supplies or services which are the same or similar to those terminated herein and GD-WTS shall be liable to the DEVON, to the extent permitted by law, for all excess costs incurred by DEVON for such replacement supplies or services. The Parties agree that DEVON may, in its reasonable discretion, hold back any and all amounts due to GD-WTS to offset such excess costs incurred. Excess costs are defined as reasonable costs that are beyond the costs in which DEVON would have paid GD-WTS for the same Work.

(3) GD-WTS shall not be liable for any termination penalty or excess replacement costs to the extent that the failure to perform this Agreement or the termination arises from causes beyond the control and without the fault or negligence of the GD-WTS, including without limitation: acts of God; acts of the federal, state or local government in either its sovereign or contractual capacity; fires; floods; embargoes; strikes; unusually severe weather; and any other proven material delay or failure caused by DEVON or DEVON's other contractors, subcontractors, vendors or suppliers, or their respective products or services.

12. WARRANTIES

- (a) Warranty on Services. GD-WTS hereby warrants the services for one year and represents that all Services provided hereunder shall be performed by qualified personnel, with diligence, and in accordance with the terms, Specifications and the description of the Services specified in the applicable WPR/Purchase Order.
- (b) Compliance with Laws. GD-WTS agrees that it will comply with all applicable federal, state and local laws, regulations and codes in effect as of the date of the applicable WPR, and throughout the duration of work under such WPR, in the performance of Services. GD-WTS further agrees to indemnify DEVON for any loss or damage that may be sustained by DEVON due to GD-WTS' failure to comply with such federal, state and local laws, regulations and codes.
- (c) Breach of Warranty. If DEVON determines that there is a breach of warranty, DEVON shall notify GD-WTS, setting forth the nature of the claimed breach. GD-WTS shall promptly investigate the claimed breach, determine whether an actual breach has occurred, and advise DEVON of GD-WTS' planned corrective action. Thereafter, GD-WTS shall promptly cure the breach, at the written request of DEVON, by performing all corrective Services necessary to conform to the foregoing warranty or take such other action as may be required to correct the breach, at GD-WTS' sole expense.
- (d) Third Party Warranties. GD-WTS shall, for the protection of DEVON, request from all vendors and subcontractors, from which GD-WTS procures materials or services, warranties with respect to such materials or services which shall be made available to DEVON to the full extent of the terms thereof. GD-WTS shall use all reasonable efforts to procure warranties from such vendors or subcontractors for the benefit of DEVON and shall render all reasonable assistance to DEVON for the purpose of enforcing the same. GD-WTS' failure to procure such warranties, however, shall not be deemed a breach of this Agreement or any applicable WPR/Purchase Order. If GD-WTS fails to receive warranties when offered by such vendors or subcontractors, GD-WTS agrees to reimburse DEVON for the costs incurred by DEVON for such failure.
- (e) Disclaimers. The obligations contained in this Section are GD-WTS' sole express and implied warranty obligations and GD-WTS' exclusive warranty liability with respect to the Work performed hereunder. GD-WTS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED AND WAIVED.

13. EXCLUSIVITY / RIGHT OF FIRST REFUSAL / MOST FAVORED PRICE

It is understood that this Agreement does not grant GD-WTS an exclusive privilege to provide DEVON with any or all of the Services that are the subject of this Agreement. DEVON expressly reserves the right to contract with others to obtain Services similar or identical to those provided in this Agreement as long as such other contracts do not interfere with the contract obligations of DEVON as defined herein. GD-WTS expressly reserves the right to contract with other persons and entities that are or may be DEVON's competitors, subject to all other terms and conditions of this Agreement, including without limitation the confidentiality obligations in Section 16 below, as long as such other contracts do not interfere with the performance of GD-WTS's obligations as defined herein.

Notwithstanding the above, DEVON will offer GD-WTS the right of first refusal for all future opportunities for the same or similar services that are the subject of this Agreement in consideration for GD-WTS' promise to offer DEVON prices that are no higher than GD-WTS offers to its most favored commercial customers for similar services performed under the same terms and conditions.

14. INDEMNIFICATION

- (a) Each Party shall indemnify and hold harmless the other from and against any fine, penalty, loss, cost, damage, injury, claim, or expense arising from claims by third parties for bodily injury to or death of individuals or damages to property, resulting from any such claims which are due to the negligence or willful misconduct of such Party related to the Services herein, but only to the extent of such Party's comparative negligence, misconduct, omission or wrongdoing.
- (b) In the event GD-WTS is the indemnifying Party under subsection (a), GD-WTS shall, at its expense, defend any claim, proceeding, appellate proceeding or suit arising under this Section. GD-WTS agrees to keep DEVON fully informed of the progress of such defense and of any settlement discussions. GD-WTS' obligation to pay any final judgment or settlement under this Section is conditioned upon DEVON providing prompt written notice to GD-WTS of any such claim, suit or action.
- (c) Patent Indemnification. DEVON agrees to indemnify and hold harmless GD-WTS for all fines, penalties, costs, expenses, including reasonable attorneys' fees, arising from any allegation, suit or action brought against GD-WTS for infringement of a United States patent or other intellectual property right resulting from DEVON's provision of Equipment under this Agreement.

15. INSURANCE

- (a) GD-WTS or its subcontractors, as appropriate, shall maintain the following insurance policies:
 - (i) Commercial General Liability. (Bodily Injury and Property Damage) Insurance. The limits of this insurance shall not be less than \$1,000,000/Each Occurrence; \$2,000,000/Aggregate Limit.
 - (ii) Business Automobile Liability Insurance. Should performance of this Agreement involve the use of business automobiles, GD-WTS shall provide comprehensive automobile liability insurance covering the ownership, operation and maintenance of owned, non-owned and hired motor vehicles. GD-WTS shall maintain limits of not less than \$1,000,000 for bodily injury and property damage per occurrence.
 - (iii) Workers' Compensation Insurance with statutory limits.
 - (iv) Professional Liability Insurance of not less than \$1,000,000 for each occurrence.
- (b) Additional Conditions. All foregoing insurance shall be in effect during the term of this Agreement.
- (c) Certificate of Insurance. Upon written request from DEVON, GD-WTS shall provide DEVON with certificates of insurance from its insurance broker or company evidencing the coverage, limits and provisions specified in subsection (a) above.

16. CONFIDENTIAL INFORMATION

- (a) The Parties shall receive in confidence from each other all technical information, business/financial information, documentation and expertise which is either (i) stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form, or (ii) if delivered in oral form, is summarized within ten (10) days thereafter in writing and designated as being proprietary or confidential ("Proprietary Information"). The receiving party shall not, except as previously authorized in writing by the disclosing party, publish, disclose or make use of such information (except as required by law and after notice to the disclosing party), unless and until the Proprietary Information shall have ceased to be proprietary as evidenced by general public knowledge or shall have otherwise been legally acquired by the receiving party. This prohibition against disclosure, publication or use of Proprietary Information shall not restrict either Party from developing similar information in the exercise of its own

technical skill, so long as such information is independently developed by the receiving party without making use of Proprietary Information.

- (b) Both Parties shall hold Proprietary Information received from the other in confidence, shall use such information only for the purpose and in accordance with this Agreement, and shall not disclose such information to any third party without the prior written approval of the disclosing party. The obligation to protect the confidentiality of Proprietary Information shall extend for a period of three (3) years following disclosure and shall survive termination of this Agreement.
- (c) The restrictions of this Section shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement, (ii) that becomes generally available to the public without breach of this Agreement, (iii) known to the receiving party at the time of disclosure, or (iv) independently developed by the receiving party without resort to the Proprietary Information.
- (d) Proprietary Information shall remain the property of the disclosing party and shall be returned on written request or upon termination or expiration of this Agreement. The receiving party may retain in its files of its legal counsel for archival purposes only, one copy of all written materials returned.

17. PUBLICITY

Either Party shall notify the other of all advertising, sales promotion and other publicity materials relating to the Services hereunder in which the other Party's name is mentioned, and of all language, signs, markings or symbols that are used from which the other Party's connection can be reasonably inferred or implied. Both Parties further agree not to publish or use such advertising, sales promotion or publicity materials, or any such language, signs, markings or symbols, without the prior written approval of the other Party which shall not be unreasonably withheld, except where such Party is described in internal-only materials, publications or documents, or is merely described or listed as a current or prior client in sales proposals, brochures or materials.

18. LIMITATION OF LIABILITY

The Parties' rights, liabilities, responsibilities and remedies with respect to the Services and Equipment shall be exclusively those expressly set forth in this Agreement. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INTEREST, PRODUCT OR SERVICE, BUSINESS INTERRUPTION, INCREASED COSTS OF OPERATIONS AND MAINTENANCE OR STAFFING NEEDS resulting from performance of this Agreement.

19. INDEPENDENT CONTRACTOR

GD-WTS is engaged in an independent business, and intends to and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of DEVON. GD-WTS has and hereby retains the right to exercise full control of and supervision over the performance of its obligations under this Agreement and full control over the employment, direction, compensation and discharge of any and all of its personnel assisting in the performance of such obligations. GD-WTS' personnel performing Services are agents, employees or subcontractors of GD-WTS and are not employees or agents of DEVON. GD-WTS shall be solely responsible for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters; and GD-WTS shall be responsible for the acts and omissions of its agents, employees and subcontractors during the performance of GD-WTS' obligations under this Agreement.

20. ARBITRATION OF DISPUTES

- (a) Except as otherwise expressly provided in this Section, the Parties agree that any dispute or controversy between the Parties arising under or in connection with this Agreement ("Dispute") will be settled exclusively in accordance with the procedures set forth in this Section. The Parties agree that the procedures set forth in this Section will not be applicable to disputes or controversies arising in connection with third-party claims against one or both of the Parties to this Agreement or to any claim, action, suit or proceeding seeking specific enforcement of the provisions of this Agreement. This Section shall also not apply to a party's pursuit of recovery of undisputed payments due and owing under this Agreement.
- (b) Prior to the filing of a demand for arbitration with respect to a Dispute, the party seeking resolution thereof must request in writing that the other party enter into negotiations for the purpose of reaching a mutually acceptable resolution of such Dispute. The Parties shall use all reasonable efforts in good faith to resolve such Dispute within twenty (20) calendar days following delivery of such request for resolution.

- (c) Within thirty (30) calendar days after the expiration of the foregoing 20-day negotiation period, either party will have the right to demand arbitration of the Dispute by delivering to the other party a written notice (the "Claim Notice") demanding arbitration pursuant to this Section and setting forth in reasonable detail the claims asserted by such party and the facts upon which such claims are based. Within thirty (30) calendar days after delivery of the Claim Notice, the party receiving the Claim Notice will deliver to the party demanding arbitration a written notice (the "Defense Notice") setting forth in reasonable detail such party's defense, any counterclaims and the facts upon which such defense and counterclaims are based. In the event of a failure to deliver the Defense Notice, all claims set forth in the Claim Notice will be deemed denied and such failure will not serve to delay arbitration in accordance with the provisions of this Section.
- (d) Each party, within thirty (30) calendar days after delivery of the Claim Notice (the "Designation-Period"), shall designate one arbitrator with no prior affiliation with any of the Parties or its subcontractors hereto or any of their respective affiliates and will notify the other party in writing of its designation. If a party fails to deliver written notice of its designation of an arbitrator prior to the expiration of the Designation Period, then the other party will have the right to designate an additional unaffiliated Arbitrator within ten (10) calendar days following the expiration of the Designation Period. Within fifteen (15) calendar days following the designation of foregoing arbitrators, the two arbitrators so designated will jointly designate a third Arbitrator, unaffiliated to either party, who will act as the Chairman, and the three arbitrators will together constitute the "Arbitration Panel."
- (e) Except as otherwise modified in this Section, the Arbitration Panel will conduct its activities in accordance with the Commercial Rules of the American Arbitration Association then in effect. The Arbitration Panel will decide all procedural and substantive issues relating to the Dispute, including without limitation those issues relating to the scheduling of and rules and procedures applicable to all hearings relating to the Dispute.
- (f) The Parties agree that the Arbitration Panel will apply the internal laws of the Commonwealth of Pennsylvania to the merits of the Dispute and that all hearings relating to the Dispute will be held in Washington, D.C. or at such other place as may be mutually agreed by the Parties.
- (g) Each party agrees that it will provide to the other party, at least twenty (20) calendar days prior to any scheduled arbitration hearing, materials and information sufficient to apprise the other party fully with regard to such party's contentions in connection with the Dispute. Each party will respond promptly to all reasonable requests for information and documents in its possessions relevant to the Dispute. The Arbitration Panel will resolve any disputes between the Parties as to discovery procedures.

- (h) Each party shall bear its own costs of these procedures. The Parties shall be responsible for the costs of their own appointed arbitrator (or one selected on such party's behalf) and shall share equally the cost of the Chairman and the total costs of any other fees or expenses associated with the arbitration proceedings.
- (i) Discovery shall be controlled by the Chairman and shall be permitted to the extent set out in this Section. Each party may submit in writing to the party, and that party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, requests for documents and requests for admission. Each party is also entitled to take the oral deposition of two (2) individuals of the other party, each deposition lasting no more than eight (8) hours.
- (j) The Arbitration Panel will as soon as practicable, but in any event within ninety (90) calendar days after the selection of its Chairman, render a final and binding decision in accordance with the terms of this Agreement and, if applicable, award as to all Disputes for which it was impaneled. The powers of the Arbitration Panel will include the power to award declaratory judgments, specific performance and injunctive and other equitable relief. The Arbitration Panel will not have the power to modify or amend in any respect the provisions of this Agreement or to award punitive, exemplary, consequential or other special damages.
- (k) Except as may be necessary to permit the enforcement, modification or vacation of an arbitral award, each of the Parties agrees that it will treat as confidential and will not disclose for any purpose the existence, status and results of any arbitration pursuant to this Agreement, including without limitation the terms of any arbitration award, or any materials or information produced or presented by or on behalf of the other party in connection with any such arbitration. In the event either party is requested or required (by oral request or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any of the foregoing confidential information, then such party will notify the other party promptly in writing of the request or requirement so that the other party may seek an appropriate protective order. If, in the absence of a protective order, the party from which disclosure is sought is, on the advice of outside counsel, compelled to disclose any of the foregoing confidential information or else stand liable for contempt, then such party may disclose such information provided that such party will use its reasonable best efforts to obtain at the request and expense of the other party an order or other assurance that confidential treatment will be accorded to such information.
- (l) All arbitrations conducted pursuant to this Section will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16. Judgment on any award of the Arbitration Panel may be entered in any court of competent jurisdiction.

- (m) During the period when a Dispute is being resolved, except for the matter being disputed, the Parties shall in all other respects continue their performance under this Agreement.

21. GENERAL PROVISIONS

- (a) Waivers and Amendments. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement or any WPR/Purchase Order shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the duly authorized representatives of both Parties.
- (b) Governing Law. This Agreement and any WPR/Purchase Order shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, irrespective of that state's conflict of laws principles.
- (c) Severability. If any provision or any part of a provision of this Agreement or WPR/Purchase Order shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement or WPR/Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.
- (d) Assignment. Neither this Agreement nor any WPR/Purchase Order, or the rights and obligations thereunder, may be delegated, transferred, or assigned, in whole or in part, by either Party, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, except that GD-WTS shall be permitted to transfer or assign some all or all of the Work to an affiliate of GD-WTS, upon prior written notice to DEVON.
- (e) Survival. The terms, conditions and warranties contained in this Agreement or any WPR/Purchase Order that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (f) Notices. Except as otherwise provided herein, all notices or other communications to be given or that may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person or when received after deposit in the United States mail, postage prepaid, certified, return receipt requested, or sent via facsimile with confirmation of receipt, in each case addressed as follows:

If to DEVON

Devon Mobile Communications, L.P.
3198 Riverside Drive
Wellsville, NY 14895
Phone: (716) 593-0607
Fax: (716) 593-0620
Attn: Lisa-Gaye Shearing-Mead - President

With a copy to:

Devon Mobile Communications, L.P.
One North Main Street
Coudersport, PA 16915
Phone: (814) 274-9830
Fax: (814) 274-9863
Attn: Lou Ebert - Vice President, General Manager

If to GD-WTS:

General Dynamics Government Systems Corporation
Worldwide Telecommunications Services
Wireless Systems and Services
77 A Street
Needham Heights, MA 02194
Phone: (781) 455-3743
Fax: (781) 455-2865
Attn: Louis Tarmy, Contracts Manager

With a copy to:

General Dynamics Government Systems Corporation
Worldwide Telecommunications Services
Wireless Systems and Services
77 A Street
Needham Heights, MA 02194
Phone: (781) 455-4918
Fax: (781)-455-2865
Attn: John Nestor

Facsimile notices shall be preceded by a telephone call advising the receiving party of such impending transmission. The address to which notices or communications may be given to either party may be changed by written notice given by one party to the other pursuant to this Section.

- (g) Third Party. The provisions of this Agreement are for the benefit of the Parties and not for any other person. Except as otherwise stated herein, nothing herein shall create a contractual relationship with or cause of action in favor of a third party against either DEVON or GD-WTS.
- (h) Order of Precedence. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of a WPR/Purchase Order, the provisions of this Agreement shall control, except for a description of the Services, Schedule, Price or other Project specific requirements, in which case, the specific WPR/Purchase Order shall control.
- (i) Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- (j) Non-Solicitation of Employees. During the term of this Agreement, neither Party shall, directly or indirectly, without the written consent of the other Party, offer, solicit, or encourage the employment of any person employed by the other Party and who has been involved in the performance of this Agreement. For purposes of this clause, the restriction on GD-WTS shall apply only to the Wireless Systems and Services Organization ("WSSO") within General Dynamics Worldwide Telecommunication Systems, which is the General Dynamics entity performing this Agreement.
- (k) Entire Agreement. This Agreement, including the Exhibits attached hereto, and any and all Purchase Orders issued hereunder, constitutes the entire agreement between the Parties with respect to the subject matter as of the Effective Date with respect to the Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date, notwithstanding the dates actually signed by the Parties:

GENERAL DYNAMICS
GOVERNMENT SYSTEMS
CORPORATION

By: 

Name: Michael E. Chandler

Title: President, GD-WTS

Date: 9.29.00

DEVON MOBILE COMMUNICATIONS,
L.P.

By: 

Name: Lisa-Gaye Shearing-Mead

Title: President, Devon GP, INC.

Date: 10-11-00

ADELPHIA COMMUNICATIONS CORPORATION*

By: 

Name: John E. [unclear]

Title: _____

Date: 10-10-00

*Solely for purposes of and in accordance with Section 7(d) of this Agreement.

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Acceptance Tests or "Acceptance Criteria" means those tests or criteria outlined in the WPR, to be performed by DEVON or GD-WTS, which shall define in detail any tests to be completed in order for the Services to be considered acceptable to DEVON. The Parties shall negotiate in good faith to develop Acceptance Tests and testing criteria, which shall be consistent with industry standards.

"Agreement" shall mean this Master Services Agreement, including all Exhibits incorporated therein.

"Affiliate" means corporations or other business organizations that, either directly or through one or more intermediaries, control, are controlled by or are under common control with a party.

"Change Requests" means requests for modification of specific terms of a WPR in accordance with the Section 5 of this Agreement.

"Change Order" means approval and agreement of modification of specific terms of a WPR as specified in Section 5 of this Agreement.

"Deployment Schedule" means the schedule for the Services to be provided under this Agreement, to be included in each WPR/Purchase Order, which may be amended by mutual agreement of the Parties. The Deployment Schedule shall specify, among other things, the major milestones which the Parties shall use their best efforts to satisfy.

"Equipment" means the equipment, systems, materials and infrastructure, as listed in the applicable WPR, shall be either provided by DEVON or purchased by GD-WTS and invoiced to DEVON in connection with the Services.

"Parties" when used collectively, means GD-WTS and DEVON.

"Project" means the particular Work to be performed by GD-WTS under this Agreement at a designated Site or group of Sites, and for which DEVON has issued a valid WPR.

"Purchase Order" means the contractual instrument under which the Parties are bound to perform the Services set forth in a WPR for a particular Project or Site, or groups of Projects or Sites.

"Services" means those services to be performed by GD-WTS as described in detail in the WPR. Services shall include, but are not limited to, labor, materials, and any subcontracts furnished by or procured by GD-WTS under this Agreement. The description of the Services set forth in each WPR/Purchase Order may be amended from time to time by mutual agreement of the Parties.

"Site" means the physical location at which the Services will be performed.

"Specifications" means the written specifications, standards, parameters, and other data governing the quality of the Equipment and Services to be provided under this Agreement, which shall be included in each WPR, and which may be amended from time to time by mutual agreement of the Parties.

"WPR" means the written Work Project Request jointly developed and mutually agreed to by DEVON and GD-WTS to procure Services pursuant to this Agreement, each of which shall be deemed to incorporate all the terms, conditions and other provisions of, and be a part of, this Agreement. When the WPR is accepted and agreed to by both Parties, it shall be incorporated into a Purchase Order.

"WPR/Purchase Order" is synonymous with Purchase Order, and is used in this Agreement to designate the Parties' agreement upon the terms of a specific WPR that has been incorporated into a Purchase Order.

"Work" means the Services performed by GD-WTS, as set forth in the applicable WPR/Purchase Order for each Site.

***** End of Exhibit A*****

Exhibit B

Devon Mobile Communications L.P.

Description of Services and Work Project Request (WPR-1-00)

1.0 SCOPE

This WPR is issued pursuant to Section 4 of the Master Service Agreement dated October 11, 2000 between Devon Mobile Communications, L.P. ("DEVON") and General Dynamics Worldwide Telecommunication Systems ("GD-WTS"). Under this WPR, GD-WTS will provide program management, site location and acquisition, materials management, architectural/engineering, construction management, and general contracting as well as provide program management of RF engineering, site installation and optimization services by others as described below and in accordance with the deployment baseline shown in Exhibit F of the Master Services Agreement ("MSA") between GD-WTS and DEVON.

2.0 DESCRIPTION OF SERVICES

2.1 PROGRAM MANAGEMENT

2.1.1 GD-WTS will provide global program management for the deployment of a code division multiple access ("CDMA") personal communications system ("PCS") in areas shown in Exhibit F of the MSA. GD-WTS shall be responsible for coordinating milestone accomplishments for all phases of RF engineering, site acquisition, deployment of equipment including construction, installation, equipment programming, logistics for both switch and base transceiver station ("BTS") sites and managing acceptance testing.

2.1.2 GD-WTS will work with DEVON to develop a detailed execution program. This plan shall include DEVON coverage objectives, site acquisition strategy, equipment projections, reporting structure and manpower projections. The plan will detail the coordination of task elements, scheduling of materials and installation services, program budget and all required data necessary to identify and track progress against planned milestones.

2.1.3 Deployment Schedule: GD-WTS will develop, track and maintain a schedule for all activities and program elements.

2.1.4 GD-WTS will appoint a program manager ("PM") who will be responsible to bring together and lead a team of people working on the DEVON project. The PM will be required to be located in DEVON's headquarters and is responsible to DEVON's PM as well as to the GD-WTS business area manager for cost, schedule, and technical performance on this project. GD-WTS shall make a best effort to maintain the same PM in each region during performance of the Project. DEVON shall have the right to remove any PM from the project.

GD-WTS will be required to assign a regional manager who will be located in each of the five regions, reporting in to the PM. The regional managers will oversee the deployment in each of the markets belonging to their region. Reporting into the regional managers will be the management and supervisory personnel who staff each market. Milestone reports will be posted to the Internet for password protected access by DEVON and GD-WTS approved personnel. GD-WTS will be responsible for ensuring communications between DEVON and GD-WTS personnel by maintaining an atmosphere of openness and cooperation. The GD-WTS program office will be responsible to ensure that DEVON personnel will receive regular status reports and will be invited to participate in periodic status meetings. Additionally, regular program reviews with DEVON senior management will be required to ensure that deployment expectations are achieved.

Program reviews will be conducted bi-monthly in each region between GD-WTS and DEVON personnel.

Senior management reviews will be conducted on a quarterly basis or more frequently, if DEVON desires, between the senior management of GD-WTS and DEVON at a location agreed to by both parties.

The GD-WTS program office will be responsible for providing weekly updates or more frequently, if DEVON desires, on planning, scheduling, subcontract management, budgeting, cost control, progress reporting, and adherence to schedule of all elements of the network build out.

2.1.5 GD-WTS shall be responsible for acceptance test monitoring. Within thirty (30) days of the effective date of this WPR, the Parties agree to develop acceptance test procedures that are acceptable to both Parties.

2.2 RF ENGINEERING

GD-WTS will oversee RF engineering services to develop contiguous network coverage for the designated geographic areas shown in Exhibit F, or as deemed sufficient by DEVON. This RF engineering effort consists of direction and milestone monitoring given to a RF contractor selected by DEVON. Notwithstanding GD-WTS' oversight of the RF engineering services, DEVON shall remain solely responsible for any delays, failure, additional costs associated with the performance or nonperformance of DEVON's RF engineering contractor. An RF engineer will be provided by GD-WTS to the program management office on an as-needed basis to evaluate technical milestone progress.

2.3 SITE ACQUISITION

2.3.1 Site Acquisition Services

In most instances, unless otherwise requested by GD-WTS and approved by DEVON, GD-WTS shall identify up to three candidate PCS radio facility sites that meet the minimum requirements defined by the search ring criteria established by DEVON and the RF design team. GD-WTS will confirm that the selected sites are available for lease and provide DEVON a cursory ranking of the site candidates based on the suitability of site lease, zoning requirements, and ease of construction. A requirement to identify over

three candidates within a search ring shall be deemed out of scope and subject to time and material rates.

GD-WTS site acquisition and construction teams as well as representatives from the RF team (Clear Communications Group, Inc. or other parties contracted by DEVON) will inspect and approve the site and prepare a detailed candidate package that includes the following:

- Correspondence concerning each site;
- Site survey of the site;
- Sketch or plat of the site;
- Maps/photos of the site;
- Zoning information for the site;
- Leasing information on the site;
- Construction description of the site

GD-WTS will negotiate leases within the general terms provided by DEVON for BTS sites. GD-WTS will prepare all lease exhibits required to secure the lease. GD-WTS will submit the lease to DEVON for review and approval and DEVON shall issue approval or disapproval with comments within three (3) business days. GD-WTS will secure signatures and submit a request for a check to DEVON. DEVON will issue approved checks no later than five (5) business days from the date of the request. If required to obtain a specific site, GD-WTS will submit all required zoning and permitting applications as required by local jurisdictions. When required, and at time and expense rates, GD-WTS shall file extended process zoning permit applications in DEVON's name, attend hearings and secure land use entitlements. GD-WTS may subcontract certain site acquisition services to qualified firms. GD-WTS will submit the firm's name to DEVON for review and approval and DEVON shall issue approval or disapproval with comments within three (3) business days. GD-WTS shall prepare National Environmental Protection Agency questionnaire.

2.4 DEPLOYMENT/INSTALLATION

GD-WTS will have overall program management responsibility for all aspects of the deployment program including program management of RF design and switch installation completion milestones. GD-WTS will be responsible for development of a BTS deployment program that includes: site preparation, construction, and installation (including powering up or commissioning) of the BTS' in accordance with the priorities, by region area, noted in the attached Exhibit F. GD-WTS shall be responsible for coordinating BTS installation including: BTS mounting, antenna mounting, antenna cable installation, battery installation, establishing back haul (leased line, microwave or fiber), construction requirements to include provisioning of required construction drawings and securing required local permits, and electrical provisioning in accordance with DEVON BTS installation manuals. GD-WTS shall be responsible for monitoring the acceptance testing procedures. It is understood that actual installation of the switches and BTS's will be undertaken by Lucent Technologies, Inc. under separate contract with DEVON.

GD-WTS will provide the staff to manage and coordinate all aspects of both construction and DEVON equipment installation. When required, construction management personnel will support the site acquisition process in selecting candidate sites. For sites where only equipment installation is required, GD-WTS will determine the required material, availability of the material, schedule installation technicians, and ensure that the site is complete and installed in accordance with the DEVON BTS installation manual.

On sites which require construction, GD-WTS will prepare any required architectural and engineering drawings, structural analysis or other required engineering activities. GD-WTS will select construction contractors as required to make the site ready for equipment installation. GD-WTS shall provide supervision of all construction activities, to control costs, provide on-site quality inspections and ensure timely completion of the work. GD-WTS may subcontract construction and architectural and engineering services to qualified firms.

Once a lease for a site has been approved by DEVON, GD-WTS will submit copies of building permit applications and associated exhibits to appropriate permitting jurisdictions. GD-WTS will attend up to two hearings regarding building or zoning hearings. Additional hearings and process shall be subject to time and materials charges as stated in Exhibit C. The pursuit of permit applications through extended hearing processes will be approved by DEVON prior to process management by GD-WTS. The use of facilitators and other resources for the obtaining of jurisdictional permit approvals shall be approved by DEVON prior to utilization by GD-WTS.

2.5 MATERIALS MANAGEMENT

GD-WTS will provide warehousing and materials management services utilizing warehouse space, paid for by DEVON as set forth in Paragraph 3.0 below, in each geographic area to be deployed to minimize transportation costs and to ensure equipment availability.

GD-WTS shall receive and document all material as it is delivered to the warehouse and perform a mechanical visual inspection to ensure no damage has occurred during shipping. GD-WTS personnel will manage all material in the warehouse including DEVON-provided equipment and stage material as required for installation. When required, warehouse personnel shall provide delivery of equipment and shall arrange for delivery of BTS equipment to the installation sites, including crane service when required.

Equipment to be provided by DEVON: DEVON will provide GD-WTS the BTS', antennas, in stock installation hardware, and BTS installation procedural manuals and any and all other manuals and instructional material pertinent to this deployment which may reasonably be in the possession of DEVON. Hardware requirements not available from DEVON may be purchased by GD-WTS and invoiced to DEVON as set forth in this WPR.

2.6 GENERAL CONTRACTING

GD-WTS will provide general contracting services for all site construction. In most instances unless otherwise requested by GD-WTS and approved by DEVON, GD-WTS shall prepare a site bid package that is sent to up to three prospective qualified site contractors. The site bid package includes previously developed site drawings and specifications, the terms and conditions, insurance and bonding requirements, required general contractor financial details and a construction schedule. Bids will be forwarded to DEVON and approval shall be made by DEVON within four (4) business days, exceptions will be discussed at the progress meetings.

2.7 BUILD TO SUIT – New Tower Development Process

To the extent necessary, GD-WTS, in its site acquisition capacity, will identify a greenfield site and receive approval from DEVON as the primary site to pursue a lease in the search ring.

GD-WTS will secure a land lease on behalf of DEVON.

The site will be constructed under the normal construction management and general contracting processes as relegated to all of the sites on the deployment.

At any time during the foregoing process, DEVON will state its intention to GD-WTS to retain the site for its own management portfolio, or to sell/sub-lease the site to a tower company.

If DEVON elects to retain the site, then payment for the deployment services will be rendered to GD-WTS on the basis of the contract payment process as stated herein.

If DEVON elects to sell/sub-lease the site, GD-WTS will prepare a bid package to be sent out to the major competing tower companies, and negotiate a sales price on behalf of DEVON.

GD-WTS will receive a fee of 3% of the successfully bid sales price for providing this "Sales" process.

DEVON does not have to accept the bids.

It is understood that this WPR does not grant GD-WTS an exclusive privilege to sell these new towers.

2.8 MAJOR CONTRACTOR DELIVERABLES

It is understood that the program management component of this WPR calls for GD-WTS to undertake review and coordination of project activities enacted by contractors under separate contract with DEVON. The following contract deliverables by major contractors are anticipated.

Clear Communications Group, Inc. ("Clear") will provide radio frequency design services to the project under separate contract with DEVON. Clear will have final design completed by August 22, 2000 and will issue search rings to GD-WTS on or about that date, in a manner conducive to effective network deployment in accordance with the schedule set forth in Exhibit F. Clear will provide an engineering manager for each of five regional offices administered by GD-WTS on behalf of the project. In addition, Clear will provide up to three RF technicians in each of the five regions to serve site implementation teams within the respective region. Clear will take the necessary steps to secure any required FCC approvals of site installations. Clear will generate and file all appropriate documents to obtain any required FCC approvals. GD-WTS will monitor this process on behalf of Devon.

Lucent Technologies, Inc., ("Lucent") under separate contract with DEVON, will provide switching system availability to the network on or about January 1, 2001. Lucent is also responsible to DEVON for shipment, installation and optimization of BTS' within one week of notification by GD-WTS that a site requiring such install is ready to receive the installation service.

3.0 PRICING

This WPR is priced at the following per site rates and assumptions.

Program and Regional Management	\$ 4,185
Site Acquisition	\$11,704
Architectural and Engineering	See attached Schedule 1
Construction Management	\$ 4,635
General Contracting	Cost plus 15%

Pricing assumptions

The above per site pricing assumes build out of 750 sites in seven regions during a period of 18 months. If the number of sites that are built out increases or decreases by an amount greater than ten percent (10%), the Parties agree to re-negotiate the per site rates and schedule.

If DEVON chooses a friendly site, DEVON will receive a credit of \$5,290 per site. No lease is required on a friendly site. A "friendly site" shall be defined as an Adelphia Cable Communications cable tower or another site that is agreed to by both Parties as a friendly site.

All zoning services beyond "permitted by right" sites that go beyond two (2) hearings will be compensated on a time and materials basis.

Any asbestos or hazardous materials discovered at any of the sites are not included in the scope of this contract. Any required remedial actions will be priced on a time and materials basis.

Any required testing services, related to construction, will be obtained by GD-WTS from a qualified testing firm at cost plus 15% mark up. All tests shall be approved by DEVON prior to utilization by GD-WTS.

GD-WTS will be responsible for installation coordination, but will not be responsible for installation delays caused by late delivery of equipment purchased directly by DEVON or installation by third parties when it can be demonstrated that such delays were beyond the reasonable control of GD-WTS.

Warehouse pricing, if required, will be on a cost plus basis 15% mark up.

Shipping costs are not included in the above pricing.

DEVON will provide appropriate office space for the GD-WTS PM and administrator to be housed at DEVON headquarters and staff to be housed within the region, to include phones, furniture and data lines.

4.0 DEPLOYMENT SCHEDULE

The deployment schedule is included as part of Exhibit F.

5.0 PAYMENT TERMS

GD-WTS shall be paid in accordance with the payment terms agreed to in this document upon receipt by DEVON of a properly issued invoice from GD-WTS.

The Parties agree that payment schedules have been developed to meet the needs of the expeditious deployment of DEVON's market launch as well as the internal accounting standards employed by GD-WTS.

GD-WTS requires a milestone payment before the end of each calendar year. It is anticipated that the following milestones will be eligible for payment in each market area.

Payment 1 shall be made by DEVON to GD-WTS on or before December 15, 2000 following receipt of a properly drawn invoice submitted prior to such date. This invoice shall consist of charges for all GD-WTS services to sites in Business Trade Areas ("BTAs") that meet the FCC criteria of being capable of providing 25% or 33% coverage to their prospective POPs as defined in Exhibit F of this document. This requirement will be satisfied if the sites are ready for equipment installation and interface into the network notwithstanding that other DEVON vendors may not be ready.

Payment 2 shall be made by DEVON to GD-WTS following receipt of a properly issued invoice. This invoice shall consist of charges for all GD-WTS services to sites that constitute 80% completion of a defined region capable of providing service, or if a BTA is providing service. The payment is made in recognition of the ability of 80% of the sites in

a defined region being capable of providing service as defined in Exhibit F of this document or if a BTA is providing service. This requirement will be satisfied if the sites are ready for equipment installation and interface into the network notwithstanding that other DEVON vendors may not be ready.

Payment 3 shall be made by DEVON to GD-WTS on or before December 15, 2001 following receipt of a properly issued invoice. This invoice shall consist of charges for all GD-WTS services to sites that are 100% completed in each region, as defined in Exhibit F of this document, but only to the extent that the 80% coverage requirement in the above-noted paragraph has been attained. This requirement will be satisfied if the sites are ready for equipment installation and interface into the network notwithstanding that other DEVON vendors may not be ready.

Payment 4 shall be made by DEVON to GD-WTS following receipt of a properly issued invoice. This invoice shall consist of charges for all services for the remaining sites that when combined with those payments made above represent 100% of the 750 cell site network. Excluded from these requirements will be any sites that have been designated as "extended zoning sites" and beyond the reasonable control of GD-WTS being able to complete.

Payment 5 shall be made by DEVON to GD-WTS following receipt of a properly issued invoice. This invoice shall consist of charges for all GD-WTS services to sites that designated as extended zoning sites or for incremental sites over and above those contemplated in the initial system. For those sites that the zoning issues can be resolved, GD-WTS will be compensated when the site is eligible for service. For those sites that the zoning issues cannot be resolved, GD-WTS will be compensated at a pro-rated basis for Program and Regional Management, Architectural and Engineering, and Construction Management, and at the full rate for Site Acquisition. This requirement will be satisfied if the sites are ready for equipment installation and interface into the network notwithstanding that other DEVON vendors may not be ready.

GD-WTS shall provide documentation in conjunction with the invoices associated with Payment 1 to demonstrate to DEVON that GD-WTS has met all percentage coverage to their prospective POPs requirements indicated in this Section 5.0. This documentation shall consist of a Dun & Bradstreet POP data overlay for the applicable market area and will be signed by a duly-authorized representative of GD-WTS.

Within sixty (60) calendar days of the effective date of this WPR, the Parties shall agree upon the form of GD-WTS' invoices.

Within thirty (30) calendar days of the effective date of this WPR, the information in Exhibit F will be updated.

6.0 OTHER UNIQUE TERMS AND SPECIFICATIONS

Liability for Damage to DEVON Equipment: Pursuant to Paragraph 2.5 of this WPR, from time to time, GD-WTS may be required to manage warehousing space to temporarily store DEVON equipment. GD-WTS shall ensure that such warehouse space is adequately secured; however, in no event shall GD-WTS remain responsible for physical damage to, or loss or theft of, DEVON equipment, unless such damage, loss or theft is directly caused by gross negligence or willful misconduct. For any

damage, loss or theft caused by events outside the control of GD-WTS, it is expected that DEVON's insurance policies shall reimburse DEVON for such loss.

Definitive acceptance criteria for each site will be provided upon review by DEVON and GD-WTS for the criteria to be utilized.

Staffing for this program is outlined in Attachment A to this WPR

Period of performance: The term of this WPR shall be from July 31, 2000 through July 31, 2002.

This WPR is agreed to and accepted by the duly authorized representatives of the following:

GENERAL DYNAMICS
GOVERNMENT SYSTEMS
CORPORATION

By:

Name:

Title:

Date:

Michael Chandler

President, GD-WTS

9.29.00

DEVON MOBILE COMMUNICATIONS,
L.P.

By:

Name:

Title:

Date:

Lisa-Gaye Shearing-Mead

Lisa-Gaye Shearing-Mead

President, DEVON

10-11-00

Attachment A

Staffing Plan

Needham

Program Manager

Admin

Financial Analyst

RF Manager

Pittsburgh

Program Manager

Admin

Scheduler

Western NY

MSA Manager

Admin

Material Management
Coordinator

Site Acquisition Mgr.

Construction Manager

Construction Supervisor

Construction Supervisor

A/E Contractor

Site Acquisition Contractor

Western PA

MSA Manager

Admin

Material Management
Coordinator

Site Acquisition Mg

Construction Manager

Construction Supervisor

Construction Supervisor

Construction Supervisor

A/E Contractor

Site Acquisition Contractor

Vermont/NH

MSA Manager

Admin

Material Management
Coordinator

Site Acquisition Mg

Construction Manager

Construction Supervisor

A/E Contractor

Site Acquisition Contractor

Virginia

MSA Manager
Admin
Material Management
Coordinator
Site Acquisition Mg
Construction Manager
Construction Supervisor
Construction Supervisor
A/E Contractor
Site Acquisition Contractor

Florida ~

MSA Manager
Admin
Material Management
Coordinator
Site Acquisition Mg
Construction Manager
Construction Supervisor
Construction Supervisor
A/E Contractor
Site Acquisition Contractor

Schedule 1
WPR-001

AE SERVICE DESCRIPTION	MONOPOLE TOWER	ROOF TOP	EXISTING TOWER	TRANSMISSION TOWER	WATER TOWER	GUYED TOWER	SELF SUPPORT TOWER
Site Visit Construction Feasibility	\$810	\$810	\$810	\$810	\$810	\$810	\$810
AE Lease Exhibit	\$998	\$998	\$998	\$998	\$998	\$998	\$998
AE Zoning Exhibit	\$3,244	\$3,743	\$3,245	\$3,245	\$3,743	\$3,244	\$3,244
AE Construction Permit Drawings	\$5,614	\$6,862	\$5,614	\$5,614	\$6,862	\$5,614	\$5,614
Tower Foundation Design	\$1,249	NA	NA	NA	NA	\$1,872	\$1,559
Existing Structure Evaluation	NA	\$1,872	Time and Materials	Time and Materials	\$4,367	NA	NA
Existing Structure Design	NA	Time and Materials	Time and Materials	Time and Materials	\$4,367	NA	NA
TOTAL AE SERVICES	\$ 11,915	\$ 14,285	\$ 10,667	\$ 10,667	\$ 21,147	\$ 12,538	\$ 12,225

9/27/00

B-13

Schedule 1.xls

EXHIBIT C

SCHEDULE OF RATES

1.0 Hourly rates

The following rate schedule is applicable for Time & Material ("T&M") work performed as authorized by DEVON. For all work requested by DEVON or proposed by GD-WTS, GD-WTS shall provide an estimate of the T&M work to be performed.

HOURLY CHARGE-OUT RATE SCHEDULE

Program Manager	\$185 per hour
Construction Manager	\$105 per hour
Construction Supervisor	\$75 per hour
Site Acquisition Manager	\$110 per hour
Site Acquisition Specialist	\$80 per hour
Materials Coordinator	\$45 per hour
Administrative Support	\$40 per hour

Notes: GD-WTS' hourly rates include car, laptop, cell phone and digital camera

2.0 Pass Through Expenses

Allowable pass-through expenses incurred by the GD-WTS on behalf of DEVON shall be billed as follows: GD-WTS shall in all instances attempt to negotiate the lowest cost for DEVON.

2.1 Class A Pass-through Expenses

The following pass-through expenses incurred on behalf of DEVON shall be billed at cost with no mark-up (cost reimbursable):

All Permits, licenses and fees less than \$250.

2.2 Class B Pass-through Expenses

The following pass-through expenses incurred on behalf of DEVON shall be invoiced to DEVON at cost plus 10% mark-up as specified in the particular WPR:

All Permits, licenses, fees, and out of scope other direct costs greater than \$250.

2.3 Class C Pass-through Expenses

The following pass-through expenses incurred on behalf of DEVON shall be invoiced to DEVON at cost plus 15% mark-up or fixed-fee as specified in the particular WPR:

All out-of-scope activities which include but are not limited to A&E services, electrical service connects, tower rigging, freight and warehouse costs, requirements to use designated 3rd party subcontractors as well as requirements to utilize union labor will be considered a Class C Pass-through Expense.

3.0 Fixed Price Schedule

The following fixed prices are for services as authorized by DEVON in a WPR or Change Order. All others not specified below shall be priced in the WPR as Fixed Price or on a Time & Material basis. See Attachment B hereto for a description of the Scope of Work and Deliverables.

***** End of Exhibit C*****

EXHIBIT D

SAMPLE WPR

_____ Site

1.0 Scope

GD-WTS will perform all _____, _____, _____ and _____ Services as specified in Sections _____, _____, _____ and _____ of Exhibit B (Available Services) to the Master Services Agreement (MSA) between DEVON and GD-WTS in connection with the build-out of the _____ Site(s).

2.0 Description of Services

2.1 Types of Services to be Provided

2.2 List of Equipment to be Provided

2.3 Applicable Requirements

2.4 Applicable Specifications

2.5 Acceptance Criteria

3.0 Pricing

4.0 Deployment Schedule

5.0 Payment Terms

6.0 Other Unique WPR-Specific Terms or Conditions

7.0 Contract Deliverables

GD-WTS Acceptance

DEVON Acceptance

***** End of Exhibit D *****

EXHIBIT F

Deployment Schedule

Region	Market Area	Business Trade Area #	Cities	POPs	FCC Deadline	Required POP Coverage	Number of Sites Required for 25/33% POP Coverage (a)	80% of Total Sites in BTA (a)	Total Sites in BTA (a)
1	Florida	B4699	West Palm Beach, Boca Raton	1,106,076	4/28/02				
	Florida	B152	Fort Pierce, Vero Beach Stuart	426,256	4/28/02	25%			
2	N. New York	B 060	Buffalo, Niagara Falls	1,205,693	4/28/02	25%			38
3	S. New York	B127	Elmira, Corning, Hornell	313,857	4/28/02	25%			33
	S. New York	B208	Ithaca	97,904	4/28/02	25%			48
	S. New York	B215	Jamestown, Dunkirk, Warren (PA)	184,770	4/28/02	25%			23
	S. New York	B330	Olean, Bradford (PA)	242,587	4/28/02	25%			2
4	N. Penna	B117	Dubois, Clearfield	129,261	4/28/02	25%			25
	N. Penna	B287	Meadville	90,403	9/17/01	33%			48
	N. Penna	B317	New Castle	96,050	9/17/01	33%			18
	N. Penna	B328	Oil-City, Franklin	105,518	9/17/01	33%			7
	N. Penna	B416	Sharon	122,252	9/17/01	33%			10
	N. Penna	B131	Eire	282,279	9/17/01	33%			22
	N. Penna	B429	State College	135,689	4/28/02	25%			13
	S. Penna	B203	Indiana	89,877	4/28/02	25%			17
5	S. Penna	B350	Pittsburgh	2,469,933	9/17/01	33%			19
	Vermont	B063	Burlington	285,579	4/28/02	25%			9
	Vermont	B388	Rutland, Bennington	307,259	4/28/02	25%			190
	Vermont	B227	Keene	115,501	4/28/02	25%			43
	Vermont	B249	Lebanon, Claremont	176,104	4/28/02	25%			22
7	Virginia	B183	Harrisonburg	145,343	4/28/02	25%			12
	Virginia	B284	Martinsville	88,978	9/17/01	33%			30
	Virginia	B430	Staunton, Waynesboro	88,978	9/17/01	33%			6
	Virginia	B075	Charlottesville	219,020	9/17/01	33%			7
	Virginia	B376	Roanoke	644,888	4/28/02	25%			9
	Virginia	B104	Danville	171,231	4/28/02	25%			7
	Virginia	B266	Lynchburg	159,565	4/28/02	25%			61
	Virginia	B479	Winchester	161,297	4/28/02	25%			8
					4/28/02	25%			8
									12

(a) Within thirty (30) calendar days of the effective date of this WPR, the information contained in Exhibit F will be updated.

*****End of Exhibit F*****

EXHIBIT “D”

AMENDMENT ONE
TO WORK PROJECT REQUEST (WPR-1-00)
BY AND BETWEEN
DEVON MOBILE COMMUNICATIONS, L.P.
AND

GENERAL DYNAMICS GOVERNMENT SYSTEMS CORPORATION

This Amendment One to that Work Project Request (WPR-1-00) effective October 11, 2000, (hereinafter referred to as the "Agreement") is entered into and made effective as the 17th day of December, 2001, by and between Devon Mobile Communications, L.P. ("Devon"), a Delaware limited partnership, with its primary office at 275 Oak Street, Buffalo, New York and General Dynamics Government Systems Corporation, a Delaware corporation ("GD"), with offices at 77 "A" Street, Needham, Massachusetts 02494.

The parties hereto do hereby amend the Agreement as follows:

1. DELETE Section 5.0, Payment Terms in its entirety and REPLACE with Attachment A, consisting of 9 pages, attached hereto and incorporated herein.

To the extent that this Amendment is inconsistent with the Agreement, this Amendment shall govern and shall be deemed to amend and supersede the Agreement as of the date hereof. All terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Agreement. Except as expressly set forth herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties agree to have caused this Amendment One to be executed by their duly authorized representatives effective as of the day first written above.

Devon Mobile Communications, L.P. General Dynamics Government Systems Corp.

By: <u>[Signature]</u>	By: <u>Richard Scott</u>
Name: <u>Loi Ebert</u>	Name: <u>RICHARD SCOTT</u>
Title: <u>VP/GM</u>	Title: <u>VP/GM</u>
Date: <u>12/7/01</u>	Date: <u>12/10/01</u>

Attachment A
Amendment 1
WPR-1, Section 5.0

5.0 Payment Terms

5.1 General Payment Terms

GD-WTS shall be paid in accordance with the payment terms agreed to in this Section. Unless otherwise stated within this Section 5.0, invoices shall be paid by the fourth Thursday of the month, or thirty (30) calendar days, following DEVON's receipt of an invoice from GD-WTS covering a Completed Site, whichever is later.

The Parties agree that the payment schedules in Section 5.2 below have been developed to meet the needs of expeditious deployment of DEVON's market launch and cash flow needs of both Parties.

Supporting Documentation shall be required for all General Contracting invoices. "Supporting Documentation" shall be defined as a third-party vendor invoice and a DEVON signed Notice to Proceed, unless otherwise provided in this Section 5.0.

For the purposes of identifying completed sites to invoice, a "Completed Site" shall be defined as a site that is ready for integration of Commercial Power, Telco and BTS delivery. A site shall be ready for integration if the site is ready for equipment installation and interface into DEVON's network notwithstanding that the following DEVON vendors may be delayed: Base Station Equipment Vendor, ILEC and Commercial Power Company. A site will not be deemed a "Completed Site" if such delay has been caused by GD-WTS.

GD-WTS will provide DEVON with a separate invoice for each site. Invoices shall be submitted to the following address for processing:

Invoices for Virginia and Pennsylvania except Erie, Pennsylvania should be submitted to:

Devon Mobile Communications, L.P.
200 Technology Drive
Pittsburgh, PA 15219
Attention: Mr. Todd Diedrick
Manager of Business Operations

Invoices for New York, Vermont/New Hampshire and Erie, Pennsylvania should be submitted to:

Devon Mobile Communications, L.P.
275 Oak Street, Suite 235
Buffalo, NY 14203
Attention: Mr. Tim Lazarus
Manager of Business Operations.

All DEVON payments shall be made by overnight private delivery service to the following GD-WTS account:

General Dynamics Government Systems Corporation
Lockbox 0232
PNC Bank Fireside Center
500 First Avenue
Pittsburgh, PA 15219

5.2 Estimated Billing Milestones

5.2.1 Invoices submitted to DEVON prior to November 1, 2001

Invoices submitted to DEVON prior to November 1, 2001 represent the following Completed Sites by BTAs in a Region. Such invoices shall be paid as set forth below to the extent not previously paid by DEVON.

- 1) Completed C-Block sites have been invoiced to DEVON as follows. DEVON shall make payment to GD-WTS on these outstanding invoices totaling \$5,932,564.14 no later than November 30, 2001.

a) Pennsylvania

<u>BTA</u>	<u># Sites</u>
Dubois	10
Meadville	4
New Castle	3
Oil City	13
Sharon	6
Total	36

b) Pittsburgh

<u>BTA</u>	<u># Sites</u>
Indiana	7
Total	7

c) Virginia

<u>BTA</u>	<u># Sites</u>
Harrisonburg	2
Martinsville	1
Staunton	3
Total	6

- 2) DEVON must receive invoices, including Supporting Documentation by December 5, 2001, for the following D, E, & F Block sites. DEVON shall make payment to GD-WTS on such timely submitted invoices no later than December 14, 2001.

a) Virginia

<u>BTA</u>	<u># Sites</u>
Charlottesville	4
Danville	7
Lynchburg	7
Roanoke	27
Winchester	13
Total	58

5.2.2 Invoices submitted between November 1, 2001 and December 14, 2001, inclusive

General Provisions Applicable to Subsection 1, 2, 3 and 4 Below.

Invoices submitted between November 1, 2001 and December 14, 2001, inclusive, will be based on a site included in Subsections 1, 2, 3 and 4 below being a Completed Site unless otherwise indicated in Subsection 2 only. These invoices shall be paid by DEVON so that such payments are received by GD-WTS no later than December 26, 2001.

The Parties agree that any payments by DEVON for the year 2001, under this Section 5.0, will not exceed \$22.8 Million. After GD-WTS has submitted invoices for an aggregate of \$22.8 Million for the year 2001, and in the event GD-WTS could submit an invoice for a Completed Site which would cause the \$22.8 Million maximum to be exceeded, such invoice shall be submitted after January 1, 2002, and shall be paid pursuant to Section 5.2.3 or 5.2.4, as appropriate.

Specific Area Site Provisions.

- 1) C-Block Sites will continue to be invoiced as a site becomes a Completed Site. For cash flow purposes only, the chart below reflects the estimated completion schedule for C-Block sites for the remainder of 2001.

a) Pennsylvania

BTA	#Sites
Dubois	3
Meadville	2
New Castle	4
Oil City	7
Sharon	7
Total	23

- 2) The following D, E & F Block Sites in Areas 1, 2 and 3 shall be invoiced by GD-WTS no later than December 14, 2001 and DEVON shall make payment so that such payments are received by GD-WTS no later than December 26, 2001. Both Parties recognize that some of the invoiced sites may not be completed until December 29, 2001. Invoices for these sites will be identified as not being a Completed Site as of the invoice date and will have a valid GD-WTS Purchase Order and a DEVON Notice to Proceed as the approved backup. Actual vendor invoices for these sites will be provided by GD-WTS no later than January 31, 2002.

If additional sites beyond the "Minimum Total" for an Area listed below become Completed Sites on or before December 14, 2001, GD-WTS may invoice and DEVON shall make payment for each such Completed Sites so that such payments are received by GD-WTS no later than December 26, 2001, so long as that the invoices and payments would not exceed the aggregate \$22.8 Million stated above. If an invoice is not submitted for any such Completed Site on or before December 14, 2001, then the payment for such Completed Site will be made in accordance with Section 5.2.3.

If the total number of sites listed below as the "Minimum Total" for a particular Area have not become Completed Sites for such Area on or before December 29, 2001, GD-WTS shall refund to DEVON by January 7, 2002, the aggregate amount previously invoiced and paid with respect to any such Area.

For example, if GD-WTS invoices DEVON for 24 or more sites in Area 1 and DEVON pays such invoices but only 23 sites become Completed Sites on or before December 29, 2001, GD-WTS will owe Devon a complete refund of the amount so paid by DEVON for Area 1 by January 7, 2002. Such invoices are thereafter paid by DEVON pursuant to Section 5.2.3 or 5.2.4, as appropriate.

Area 1. Jamestown and Erie BTAs

BTA	# Sites
Erie	13
Jamestown	11
Minimum Total	24

Area 2. Olean BTA

BTA	# Sites
Olean	38
Minimum Total	38

Area 3. State College BTA

BTA	# Sites
State College	9
Minimum Total	9

- 3) Virginia Region sites will continue to be invoiced as a site becomes a Completed Site and DEVON shall make payment for such Completed Sites, in accordance with the General Provisions of this Section 5.2.2. For cash flow purposes only, the chart below reflects the estimated site completion schedule for the remainder of 2001.

Virginia Region

BTA	# Sites
Charlottesville	1
Staunton	1
Lynchburg	1
Roanoke	6
Danville	1
Winchester	1
Total	11

- 4) Sites designated as Extended Zoning, Redesign, or Incremental Sites over and above those contemplated in the initial system, or otherwise out of scope that are invoiced by GD-WTS between November 1, 2001 through December 14, 2001 shall be paid by DEVON in accordance with this Section 5.2.2.

5.2.3 Invoices submitted between December 15, 2001 and March 8, 2002, inclusive.

Invoices submitted by GD-WTS between December 15, 2001 and March 8, 2002, inclusive, shall be paid by DEVON so that such payments are received by GD-WTS by no later than March 27, 2002. The sites to be invoiced will be Completed Sites and will be in accordance with the schedules agreed to below.

1) C-Block Sites; State College BTA; Virginia; and Areas 1, 2 and 3

C-Block, State College BTA, Virginia Sites will continue to be invoiced as a site becomes a Completed Site.

Areas 1, 2 and 3 Sites will be invoiced as a site becomes a Completed Site upon completion of the Minimum Total as specified in Section 5.2.2.

2) D, E, & F Block Sites

a) Buffalo, NY BTA

In order for GD-WTS to invoice for any site in the Buffalo BTA by March 8, 2002, a minimum of 52 sites must be designated as Completed Sites by March 8, 2002. If 52 sites are not so designated by March 8, 2002, GD-WTS shall not invoice any site in the Buffalo BTA until a minimum of 52 sites have been designated as Completed Sites.

After the minimum 52 Completed Sites have been invoiced, all subsequent invoicing for Buffalo BTA sites will be submitted upon a Completed Site basis.

b) Pittsburgh

In order for GD-WTS to invoice for any site in the Pittsburgh BTA, a minimum of 140 sites must be designated as Completed Sites by March 8, 2002. If 140 sites are not so designated by March 8, 2002, GD-WTS shall not invoice any site in the Pittsburgh BTA until a minimum of 140 sites have been designated as Completed Sites.

After the minimum 140 Completed Sites have been invoiced, in order for GD-WTS to invoice again for any site in the Pittsburgh BTA, a cumulative total of 160 sites must be designated as Completed Sites.

After the cumulative total of 160 Completed Sites have been invoiced, all subsequent invoicing for Pittsburgh BTA sites will be submitted upon a Completed Site basis.

c) Vermont Region

Since the majority of the sites are considered Extended Zoning Sites or Redesigned Sites, a different payment schedule will be established for Vermont Region. The Vermont Region is made up of the following BTAs: Keene, Rutland, Lebanon, and Burlington.

In order for GD-WTS to invoice for an individual BTA in the Vermont Region, the sites required to meet the FCC requirements for covered POPs in each individual BTA must be designated as Completed Sites by March 8, 2002.

After the sites required to meet the FCC requirements for covered POPs in each individual BTA have been invoiced, all subsequent invoicing for each individual BTA will be submitted upon a Completed Site basis.

d) Elmira, New York

In order for GD-WTS to invoice for any site in the Elmira, New York BTA, a minimum of 20 sites must be designated as Completed Sites by March 8, 2002. If 20 sites are not so designated by March 8, 2002, GD-WTS shall not invoice any site in the Elmira, New York BTA until a minimum of 20 sites have been designated as Completed Sites.

After the minimum 20 Completed Sites have been invoiced, all subsequent invoicing for Elmira, New York BTA sites will be submitted upon a Completed Site basis.

e) Ithaca, New York

In order for GD-WTS to invoice for any site in the Ithaca, New York BTA, a minimum of 2 sites must be designated as Completed Sites by March 8, 2002. If 2 sites are not so designated by March 8, 2002, GD-WTS shall not invoice any site in the Ithaca, New York BTA until a minimum of 2 sites have been designated as Completed Sites.

After the minimum 2 Completed Sites have been invoiced, all subsequent invoicing for Ithaca, New York BTA sites will be submitted upon a Completed Site basis.

- 3) Sites designated as Extended Zoning, Redesign, or Incremental Sites over and above those contemplated in the initial system, or otherwise out of scope that are invoiced by GD-WTS between December 14, 2001 through March 8, 2002 shall be paid by DEVON in accordance with this Section 5.2.3.

5.2.4 Invoices submitted after March 8, 2002

Assuming that the minimum number or cumulative total of completed sites have been satisfied as specified in Section 5.2.3, invoices submitted for Completed Sites after March 8, 2002 shall be paid by DEVON by the fourth Thursday of the month or thirty (30) calendar days following DEVON's receipt of an invoice from GD-WTS covering such Completed Sites, whichever is later.

5.2.5 Extended Zoning/Redesign/Incremental Sites/Out of-Scope

These invoices "to the extent not previously invoiced" as set forth in Section 5.2.3 above shall consist of charges for all GD-WTS services to sites that are designated by GD-WTS as Extended Zoning Sites, Redesigned Sites, or Incremental Sites over and above those contemplated in the initial system or otherwise out of scope. Any such invoice shall provide a summary of such charges; provided however, that GD-WTS shall provide adequate backup for any such summary if requested by DEVON.

"Redesigned Site" is defined as a site that has a Primary Site approved by DEVON and pursued by GD-WTS, then subsequently changed to another site due to prohibitive leasing terms, zoning or development costs that make the Primary Site prohibitive.

"Extended Zoning Site" is defined as a site, governmental approval for which requires GD-WTS representatives to attend more than two formal meetings with appropriate governmental entities to attain the necessary governmental approvals.

"Incremental Site" is defined as a site not included in the original build-out schedule.

For a site designated as a Redesigned Site, Extended Zoning Site or Incremental Site, GD-WTS will be permitted to invoice when the site is designated as a Completed Site as defined in Section 5.1 above.

For those sites where the zoning issues cannot be resolved and DEVON decides not to pursue the site, GD-WTS will be compensated on a pro-rata basis based on the percentage of work performed for Program and Regional Management, Architectural and Engineering, and Construction Management and at the full rate for Site Acquisition.

EXHIBIT “E”

INVOICE

GENERAL DYNAMICS GOV SYS CORP
FINANCIAL SERVICES
77 "A" STREET
NEEDHAM, MA 02494-2892
TELEPHONE: (781) 455- 4711
FAX: (781) 455- 4949

PAGE 1 OF 1

INVOICE NUMBER: PA-DUB 001-5/2
INVOICE DATE: 05/02/02
CONTRACT NUMBER:
PV NUMBER:
CONTRACT NAME: DEVON

SALES CODE: 203510
PRIME LOCATION: 08
INVOICE TYPE: COMMERCIAL
CONTRACT TYPE: FFP

PAYMENT OFFICE

DEVON MOBILE COMMUNICATIONS, LP
ATTN: TOM BENZEE
DIRECTOR OF BUSINESS OPERATIONS
275 OAK STREET, SUITE 235
BUFFALO
NY 14203

ISSUING AGENCY

DEVON MOBILE COMMUNICATIONS, LP
ATTN: TOM BENZEE
DIRECTOR OF BUSINESS OPERATIONS
275 OAK STREET, SUITE 235
BUFFALO
NY 14203

DESCRIPTION

AMOUNT

SITE ID: DUB 001A
REGION: Pennsylvania

Fixed Price:	\$31,191.00
Out of Scope A/E Services:	\$345.00
Construction Services:	\$46,920.00
Materials:	\$6,593.59
Pass Through Services:	\$63.50

This invoice is due and payable within 30 days of the invoice date or according to the terms of the Master Services Agreement dated 10/11/2000 and WPR-02, Section 4.2.4.

TOTAL INVOICE AMOUNT

\$85,113.09

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** REMIT TO: **

GENERAL DYNAMICS GOV SYS CORP
C/O PITTSBURGH NAT'L BANK
P.O. BOX 640232
PITTSBURGH
PA 15264-0232

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GENERAL DYNAMICS GOVERNMENT SYSTEMS CORP.
CONTRACT: DEVON MOBILE COMMUNICATIONS, L.P.

REGION: Pennsylvania
 GD INVOICE #: PA-DUB 001-5/2
 INVOICE DATE: 05/02/02

SITE ID: DUB 001A
 SITE NAME: Crown 806233
 SITE TYPE: Co-Location/SST

Fixed Price Billing Itemization

\$5,290

Program Management	Site Acquisition	Construction Management	Friendly Site Credit	A&E	Total Price
4,185.00	11,704.00	4,635.00		10,667.00	31,191.00
					-
					-
					-
\$ 4,185.00	\$ 11,704.00	\$ 4,635.00	\$ -	\$ 10,667.00	\$ 31,191.00

A&E Fixed Price Detail

A&E SERVICE	MONOPOLE TOWER	ROOF TOP	EXISTING TOWER	TRANSMISSION TOWER	WATER TOWER	GUYED TOWER	SELF SUPPORT TOWER
Site Visit Construction Feasibility	810.00	810.00	810.00	810.00	810.00	810.00	810.00
AE Lease Exhibit	998.00	998.00	998.00	998.00	998.00	998.00	998.00
AE Zoning Exhibit	3,244.00	3,743.00	3,245.00	3,245.00	3,743.00	3,244.00	3,244.00
AE Construction Permit Drawings	5,614.00	6,862.00	5,614.00	5,614.00	6,862.00	5,614.00	5,614.00
Tower Foundation Design	1,249.00	N/A	N/A	N/A	N/A	1,872.00	1,559.00
Existing Structure Evaluation	N/A	1,872.00	T&M	T&M	4,367.00	N/A	N/A
Existing Structure Design	N/A	T&M	T&M	T&M	4,367.00	N/A	N/A
	\$ 11,915.00	\$ 14,285.00	\$ 10,667.00	\$ 10,667.00	\$ 21,147.00	\$ 12,538.00	\$ 12,225.00

GENERAL DYNAMICS GOVERNMENT SYSTEMS CORP.
CONTRACT: DEVON MOBILE COMMUNICATIONS, L.P.

REGION: Pennsylvania SITE ID: DUB 001A
 GD INVOICE #: PA-DUB 001-5/2 SITE NAME: Crown 806233
 INVOICE DATE: 05/02/02 SITE TYPE: Co-Location/SSST

Out of Scope Billing Itemization

A/E Service	15%		15%		15%		15%		Total Price
	Cost	Mark-up	Construction	Cost	Mark-up	Materials	Cost	Mark-up	
NEPA	300.00	45.00	Site Work	40,800.00	6,120.00	Tessco	5,733.56	860.03	53,858.59
TOTAL	\$ 300.00	\$ 45.00		\$ 40,800.00	\$ 6,120.00		\$ 5,733.56	\$ 860.03	\$ 53,858.59

Pass Through Expense	Class A		10%		15%		Total Price
	(No Mark-up)	Class B	Mark-up	Class C	Mark-up		
Building Permit Fee	63.50					63.50	
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GRAND TOTAL \$ 53,922.09

NOTE: Billing as shown represents work completed and bills/PO's received from our subcontractors.
 Additional costs will be billed as Invoices are received by General Dynamics.

JACOBY DONNER, P.C.

By: B. Christopher Lee, Esquire
Identification No. 24419
1515 Market Street, Suite 2000
Philadelphia, PA 19102
(215) 563-2400

Attorneys for Plaintiff
General Dynamics
Government Systems Corp.

**GENERAL DYNAMICS GOVERNMENT
SYSTEMS CORP.,**

a Delaware Corporation
77 "A" Street
Needham, MA 02494

Plaintiff,

v.

DEVON MOBILE COMMUNICATIONS, L.P.,

a Delaware Limited Partnership
c/o Corporation Service Company
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

Defendant.

CLEARFIELD COUNTY
COURT OF COMMON
PLEAS

MECHANICS' LIEN

NO. 02-1090-CD

WITHDRAWAL AND RELEASE OF MECHANICS' LIEN

TO THE PROTHONOTARY:

Kindly mark the lien filed in the above matter as withdrawn and released upon payment of your costs only.

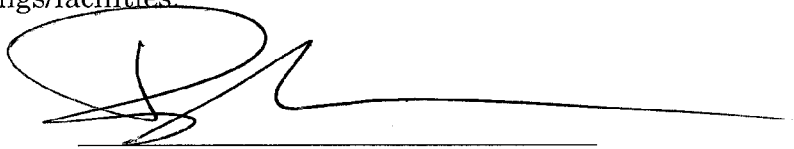
This Release of Liens is nothing other than a release of the right to claim a mechanics' lien against the interest of DEVON MOBILE COMMUNICATIONS, L.P. in the premises. GENERAL DYNAMICS GOVERNMENT SYSTEMS CORP. does not give up this claim or any other claims for payment against DEVON MOBILE COMMUNICATIONS, L.P. for labor, materials, equipment and services furnished to DEVON MOBILE COMMUNICATIONS, L.P., to construct telecommunication

FILED

JUL 22 2002

William A. Shaw
Prothonotary

network towers and related buildings/facilities



B. Christopher Lee
For JACOBY DONNER, P.C.
1515 Market Street
Suite 2000
Philadelphia, PA 19102
(215) 563-2400

Dated: 7.18.02

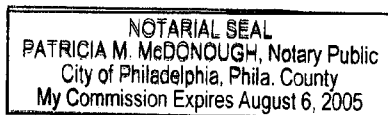
Attorney for Claimant,
General Dynamics Government
Systems Corp.

Sworn to and subscribed
before me this 18th day

of July, 2002.

Patricia M. McDonough

Notary Public



FILED No cc

m/2:26-81

JUL 22 2002

William A. Shaw
Prothonotary

WAS